# AGENDA

**SWMA JOINT POWERS BOARD**
**MARCH 18, 2021**
**5:00 PM**
**ATTEND VIRTUALLY**

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## SPECIAL PROCEDURES FOR SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD MEETING

***Due to the COVID-19 coronavirus, members of the public are encouraged to attend the Joint Powers Board meeting via Cisco WebEx video conferencing.***

Meeting Link using a computer/laptop/smartphone – must download the WebEx app on the device:
https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.my/j.php?MTID=m0d094ae946f92dc98861b70163b6ec4c
Meeting Number (Access Code): 182 760 8965
Meeting Password: 947 999 93
Join by Telephone: (415) 655-0001

The agenda and packet for the meeting will be posted at santafe.primegov.com/public/portal.

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **APPROVAL OF AGENDA**

IV. **APPROVAL OF CONSENT CALENDAR**

V. **APPROVAL OF MINUTES**

A. Regular Meeting – February 18, 2021

VI. **MATTERS FROM THE PUBLIC**

VII. **CONSENT CALENDAR**

A. Request for Approval of Sole Source Vendors.
1. Andela Products, Ltd., Richfield Springs, NY
2. Bandit Industries, Remus, MI
3. CP Manufacturing, Inc., San Diego, CA

4. Mega Corporation, Albuquerque, NM
5. Tarpomatic, Inc., Canton, OH
6. Van Dyk Baler Corp. (Van Dyk Recycling Solutions), Stamford, CT

B. Request for Approval to Award Bid No. '21/03/B – BULL Litter Fencing for the Caja del Rio Landfill to Metta Technologies of Toledo, OH, in the Amount of $59,410.

1. Approval of Budget Increase to 52501.572400 (Inventory Exempts) from 5500.100700 (Operating Fund Cash) in the Amount of $59,410.

C. Request for Approval of Amendment No. 3 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (RFB '18/09/B); and

1. Extend the Term of the Agreement through March 15, 2022.

2. Increase the Amount of Compensation by $60,000 for a Total Not-To-Exceed Amount of $349,425.

D. Request for Approval of Amendment No. 3 to the Professional Services Agreement with NewGen Strategies and Solutions, LLC of Austin, TX, for Cost of Service Study for the Santa Fe Solid Waste Management Agency under Houston-Galveston Area Council (H-GAC) Contract No. HP10-17; and

1. Increase the Amount of Compensation by $11,564 for a Total Amount Not-To-Exceed $75,179.

E. Request for Approval of Resolution 2021-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

## VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. Presentation, Discussion and Possible Action Regarding the Processing and Tipping Fee Sensitivity Analysis for the Municipal Solid Waste Cost of Service and Rate Design Study. (David Yanke, President, NewGen Strategies and Solutions)

## IX. MATTERS FROM THE BOARD

## X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. Shirlene Sitton, Division Director, City of Santa Fe Environmental Service Division

B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works

XI. **EXECUTIVE SESSION**

A. Discussion of Bargaining Strategy Preliminary to the Collective Bargaining Negotiations Between the Santa Fe Solid Waste Management Agency and American Federation of State, County and Municipal Employees Local 3999, Pursuant to NMSA 1978, §10-15-1(H)(5).

**XII. EXECUTIVE SESSION ACTION ITEM**

A Possible Action(s) with Respect to Opening Negotiations on the Collective Bargaining Agreement Between the Santa Fe Solid Waste Management Agency and American Federation of State, County and Municipal Employees Local 3999.

XIII. **NEXT MEETING:Thursday, April 15, 2021**

XIV. **ADJOURNMENT**

# SUMMARY OF ACTION
# SANTA FE SOLID WASTE MANAGEMENT AGENCY
# JOINT POWERS BOARD
# VIA CISCO WEBEX VIDEO CONFERENCING
# THURSDAY, FEBRUARY 18, 2021, 5:00 PM


| ITEM | ACTION | PAGE |
|---|---|---|
| CALL TO ORDER | | 1 |
| ROLL CALL | QUORUM | 1 |
| APPROVAL OF AGENDA | APPROVED | 1-2 |
| APPROVAL OF CONSENT CALENDAR | APPROVED | 2 |
| APPROVAL OF MINUTES | APPROVED | 2 |
| MATTERS FROM THE PUBLIC | NONE | 2 |
| CONSENT CALENDAR | | |
| REQUEST FOR APPROVAL OF MINERAL MATERIALS CONTRACT WITH THE BUREAU OF LAND MANAGEMENT FOR THE SALE OF CRUSHED BASALT ROCK (AGGREGATE) AT THE CAJA DEL RIO LANDFILL, AND AUTHORIZING THE SFSWMA EXECUTIVE DIRECTOR TO ACT AS THE CONTRACT REPRESENTATIVE AND SIGNATORY AUTHORITY FOR INSTALLMENT PAYMENTS. | APPROVED ON CONSENT | 2 |
| REQUEST FOR APPROVAL TO PURCHASE A MORBARK 3400XT WOOD HOG HORIZONTAL GRINDER FROM DDI EQUIPMENT OF PHOENIX, AZ, UNDER SOURCEWELL CONTRACT NO. 050119-MBI FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER | APPROVED ON CONSENT | 2-3 |

| | | |
|---|---|---|
| STATION IN THE AMOUNT OF $742,977.50. | | |
| REQUEST FOR APPROVAL TO PURCHASE A PEMBERTON LOADER RAKE GRAPPLE ATTACHMENT FROM GOLDEN EQUIPMENT COMPANY OF ALBUQUERQUE, NM FOR VOLVO L110G/H WHEEL LOADERS AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF $19,100 | APPROVED ON CONSENT | 3 |
| REQUEST FOR APPROVAL TO REPAIR UNIT 1309 (CATERPILLAR D8R WASTE HANDLER TRACK-TYPE DOZER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. '20/27/B IN THE AMOUNT OF $134,945.74 | APPROVED ON CONSENT | 3 |
| REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICE AGREEMENTS FOR SCRAP TIRE RECYCLING SERVICES (RFB NO. '20/10/B) | APPROVED ON CONSENT | 3-4 |
| **MATTERS FROM THE EXECUTIVE DIRECTOR** | | |
| REQUEST FOR APPROVAL OF COST OF LIVING ADJUSTMENT (COLA) FOR AFSCME UNION EMPLOYEES FOR FISCAL YEAR 2021. | APPROVED | 4-5 |
| PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING MUNICIPAL SOLID WASTE COST OF SERVICE AND RATE DESIGN STUDY. | DECISION POSTPONED | 5-8 |
| **MATTERS FROM THE BOARD** | | |
| ELECTION OF CHAIR AND VICE-CHAIR | ELECTED | 8-9 |

**MATTERS FROM STAFF - AGENCY, CITY, COUNTY**

| | | |
|---|---|---|
| SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION | INFORMATION/DISCUSSION | 9 |
| LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS | INFORMATION/DISCUSSION | 9 |
| NEXT MEETING DATE | MARCH 18, 2021 | 9 |
| ADJOURNMENT | ADJOURNED | 9-10 |

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**JOINT POWERS BOARD**
**VIA CISCO WEBEX VIDEO CONFERENCING**
**THURSDAY, FEBRUARY 18, 2021, 5:00 PM**

## I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Joint Powers Board was called to order by Commissioner Anna Hansen, Chair, via Cisco Webex Video Conferencing, on Thursday, February 18, 2021, at 5:05 pm.

## II. ROLL CALL

**BOARD MEMBERS PRESENT**
Commissioner Anna Hansen, Chair
Councilor JoAnne Vigil Coppler, Vice Chair
Commissioner Hank Hughes
Councilor Michael Garcia
Councilor Roman Abeyta

**BOARD MEMBERS ABSENT**
Commissioner Anna Hamilton

**OTHERS PRESENT**
Randall Kippenbrock, Executive Director, SWMA
Rosalie Cardenas, SWMA
Nancy Long, Long, Komer and Associates
Les Francisco, Santa Fe County
Dave Yanke, President, NewGen Strategies and Solutions
Emily Pisula, SWMA
Yvonne Herrera, Santa Fe County
Danita Boettner, SWMA
Shirlene Sitton, City of Santa Fe
Elizabeth Martin, Stenographer

## III. APPROVAL OF AGENDA

**MOTION** A motion was made by Councilor Vigil Coppler, seconded by Commissioner Hank Hughes, to approve the agenda as presented.

**VOTE** The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Abeyta, yes; Chair Hansen, yes.

## IV. APPROVAL OF CONSENT CALENDAR

**MOTION** A motion was made by Councilor Vigil Coppler, seconded by Commissioner Hughes, to approve the Consent Calendar.

**VOTE** The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Abeyta, yes; Chair Hansen, yes.

## V. APPROVAL OF MINUTES NOVEMBER 19, 2020

**MOTION** A motion was made by Councilor Garcia, seconded by Councilor Vigil Coppler, to approve the minutes as presented.

**VOTE** The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Abeyta, yes; Chair Hansen, yes.

## VI. MATTERS FROM THE PUBLIC

None.

## VII. CONSENT CALENDAR

### A REQUEST FOR APPROVAL OF MINERAL MATERIALS CONTRACT WITH THE BUREAU OF LAND MANAGEMENT FOR THE SALE OF CRUSHED BASALT ROCK (AGGREGATE) AT THE CAJA DEL RIO LANDFILL, AND AUTHORIZING THE SFSWMA EXECUTIVE DIRECTOR TO ACT AS THE CONTRACT REPRESENTATIVE AND SIGNATORY AUTHORITY FOR INSTALLMENT PAYMENTS.

Approved on consent.

### B. REQUEST FOR APPROVAL TO PURCHASE A MORBARK 3400XT WOOD HOG HORIZONTAL GRINDER FROM DDI EQUIPMENT OF PHOENIX, AZ, UNDER SOURCEWELL CONTRACT NO. 050119-MBI FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF $742,977.50. AND

1. APPROVAL OF BUDGET INCREASE TO 8100852.570500 (CAPITAL OUTLAY-EQUIPMENT AND MACHINERY) FROM 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND) IN THE AMOUNT OF $742,977.50.

Approved on consent.

C. REQUEST FOR APPROVAL TO PURCHASE A PEMBERTON LOADER RAKE GRAPPLE ATTACHMENT FROM GOLDEN EQUIPMENT COMPANY OF ALBUQUERQUE, NM FOR VOLVO L110G/H WHEEL LOADERS AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF $19,100. AND

1. APPROVAL OF BUDGET INCREASE TO 8100852.570500 (CAPITAL OUTLAY-EQUIPMENT AND MACHINERY) FROM 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND) IN THE AMOUNT OF $19,100.

Approved on consent.

D. REQUEST FOR APPROVAL TO REPAIR UNIT 1309 (CATERPILLAR D8R WASTE HANDLER TRACK-TYPE DOZER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. '20/27/B IN THE AMOUNT OF $134,945.74; AND

1. APPROVAL OF BUDGET INCREASE TO 8100851.520400 REPAIR & MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATIVE FUND CASH BALANCE) IN THE AMOUNT OF $134,945.74.

Approved on consent.

E. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE SERVICE AGREEMENTS FOR SCRAP TIRE RECYCLING SERVICES (RFB NO. '20/10/B) WITH:

1. STATE RUBBER & ENVIRONMENTAL SOLUTIONS, LLC OF DENVER CITY, TX (SCRAP TIRE RECYCLING) AND;

a. EXTEND THE TERM OF THE AGREEMENT THROUGH FEBRUARY 20, 2022.

b. INCREASE THE COMPENSATION BY $24,000 FOR A

**TOTAL NOT-TO-EXCEED AMOUNT OF $54,000.**

2. **APPROVAL OF SERVICES AGREEMENT WITH ENCHANTMENT TRANSPORT, INC. OF ALBUQUERQUE, NM (SCRAP TIRE HAULING) AND;**

   a. **EXTEND THE TERM OF THE AGREEMENT THROUGH FEBRUARY 20, 2022.**

   b. **INCREASE THE COMPENSATION BY $30,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $69,000.**

Approved on consent.

## VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

### A. REQUEST FOR APPROVAL OF COST OF LIVING ADJUSTMENT (COLA) FOR AFSCME UNION EMPLOYEES FOR FISCAL YEAR 2021.

Mr. Kippenbrock informed the Board that there were two corrections to the memo in the packet. The percent increase of 2.9% in the packet should be 2.6 % and the remaining half of FY 21 will be $20,000. $15,000 in salary and $5,000 in benefits. Also the memo says it will be effective the first full pay period, January 9th, however; we did not meet in January.

Councilor Vigil Copper asked if the union and non-union wages were compared would there be a disparity between the two in same or similar positions.

Mr. Kippenbrock answered no, most of our non-union employees are management.

Councilor Vigil Coppler asked how much authority the City Human Resources Department has over SWMA hires.

Mr. Kippenbrock said we do all the advertising and interviewing. Once the final selection has been made we submit the information to the City Human Resources Department.

Councilor Vigil Coppler asked do they have veto power over your selection.

Mr. Kippenbrock said that has happened only once due to an issue and he agreed with them.

**MOTION** A motion was made by Councilor Vigil Coppler, seconded by

Commissioner Hughes, to approve the request.

**VOTE** The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Abeyta, yes; Chair Hansen, yes.

**B. PRESENTATION, DISCUSSION AND POSSIBLE ACTION REGARDING MUNICIPAL SOLID WASTE COST OF SERVICE AND RATE DESIGN STUDY.**

Mr. Kippenbrock explained the process for the study.

Mr. Yanke gave a Power Point presentation on the Municipal Solid Waste Cost of Service and Rate Design Study.

Commissioner Hughes asked how will the rate increase on recycling effect the average person like him who takes a couple of bags to the transfer station once in a while. Will he be charged for that.

Mr. Kippenbrock said the residents will not be charged on drop offs.

Commissioner Hughes asked who is going to pay the fee.

Mr. Yanke said the fees will be charged to the haulers of the recycled materials.

Mr. Kippenbrock said the City of Santa Fe hauls about 6,700 tons of material. They are the biggest entity who will be effected by this change.

Councilor Garcia said on the chart, by year five, we would have a surplus of $14.4 million.

Mr. Yanke said no. This shows the total costs that must be recovered and the expenses. In FY 2021 you are under recovering at $1.5 million and that grows year by year if the Agency moves forward status quo. The Agency will, by year five, under recover by $14.4 million.

Councilor Garcia asked with the rate increases how does that impact the revenues. We should not be in the practice of making money. We provide services. As to equipment that needs to be purchased in the future that is understandable. I don't want to be building a surplus. With COVID every dollar counts for someone. If the rates are too high that will be a very unfortunate situation.

Mr. Yanke said we are trying to strike a balance where all the costs are covered

without being excessive. If you implement the rates we propose, you would over recover by $153,000. In FY 23 you are over recovering $62,000. The next two years you under recover total $198,000. Those four years are close to break even.

Councilor Vigil Coppler who really pays the rate increases.

Mr. Kippenbrock said the haulers, such as the City, the County and private haulers.

Councilor Vigil Coppler asked when the rates go so high people do start finding alternative places. Will this effect our free days.

Mr. Kippenbrock said no they will not.

Councilor Vigil Coppler asked would there be consideration to do two free days a year in light of the current situation.

Mr. Kippenbrock said we are currently doing twice a year for trash and green waste.

Councilor Vigil Coppler said in Albuquerque twice a year they have green waste day where you can put it in your front yard and they send trucks to pick it up. Have we thought about anything like that.

Mr. Kippenbrock we have looked at that and it was not feasible or productive to have that program.

Commissioner Hughes expressed concern that the recycling rate is getting close to the regular waste rate. Did anyone think about raising the rate of the regular waste to make the recycling rate more low to encourage recycling. People may not recycle as much if it costs just a bit more to throw it in the trash.

Mr. Yanke said we came up with a cost in the report for each element. He is a huge advocate for recycling, but it costs more to recycle. You have to recover the cost of that program. In the past few years it has been absorbed. We are finally at a point where the Agency is breaking even and losing money this year so we have to increase the cost to provide that program. Drop off recycling will still be free. If you lower the fee to the hauler you will have to raise the tipping fee. You have to get it one way or another.

Commissioner Hughes said he was expressing concern about encouraging recycling. He would rather see the rate increase on the regular trash rather than on recycling.

Councilor Abeyta asked Ms. Sitton if we approve this are you going to bring

forward to City Council a rate increase for our residents.

Ms. Sitton said yes. None of this would benefit the City's Environmental Services Department. Mr. Yanke did an estimate for her as to what rate increase would be required for us to residents. This rate increase is a pass through to the Agency. We have not completed our cost of service study. It is almost completed. I would ask that you wait to make a decision on this until you have our rate study. We will need a rate increase for our own services to modernize.

Councilor Abeyta said he, as Chair of Finance, would like to know the impact on the City budget and our residents and what other options we may have. He would like an analysis from our Finance Department. That does not mean he won't support this, but he would like more time to get more information.

Councilor Garcia asked how critical is it that we make a decision tonight. Can we postpone this to the next meeting. He agrees with Councilor Abeyta that we need to look at some numbers.

Mr. Kippenbrock said we can wait until the next Board meeting to make a decision.

Chair Hansen said for the County, solid waste is a very hot topic. We subsidize a lot of our landfill and our bag tags and tipping fees. It is something that gives the County Manager heartburn as to the amount of money we spend on the that. This is going to effect us as well. It is going to be necessary for the County to raise some things. We subsidize close to two thirds of the costs. She agrees with Councilor Abeyta. It is necessary, but something we need to look at. We have been subsidizing recycling at SWMA for several years due to the China situation.

Mr. Francisco said we have tried to do an increase at the County through a five year plan. The residents were up in arms. It never happened.

Chair Hansen said we need to cover our costs. SWMA is an enterprise fund. We also need to protect our residents. We all need to take this under serious consideration and look at the fees and the costs.

Commissioner Hughes said we only have two choices, yes or no. Maybe we could have a third choice with a subsidy for recycling such as knocking off $10 from the recycling rate. He would like to know the effect on the overall rate increase.

Mr. Kippenbrock said that is possible.

Commissioner Hughes said he would like to have that for the next meeting.

Mr. Yanke said we have issued the final report for the Agency. We are going to

be working with Shirleen and her staff to get her cost study done. We will then be able to see what the impact will be on the City side. Our goal is to get the draft report done by the end of March. Hopefully we will have that over the next three weeks or so.

Chair Hansen said what she heard is that Councilors Abeyta and Garcia would like to push this out so that they can get some analysis.

Councilor Abeyta said that would be appreciated. He will communicate with Ms. Sitton and the Mayor so we can know what we are committing to.

Chair Hansen said she will share this with the County Manager so we can look at the impact as well.

Councilor Vigil Coppler said we have made commitments toward reducing waste and such. Recycling is something important to do but we tend to associate more with other types of things. The mind set of people is that you do it for free. We need to move to the idea that doing recycling because it is a value and philosophy that we have as an organization. When rates go up people tend to not do it. When it comes time to pay they don't want to do it. This is important. We need to budget these things with enthusiasm. We need to see it more as a priority and encourage people to do it and pay for it. This is something we have to do today or next month. It is not fluff anymore. It is important to our environment.

Chair Hansen said she could not agree more. Having that approach is something we need to do.

Ms. Sitton said she has been in the business of encouraging people to recycle for over twenty years. With COVID people are recycling more. The shift to online shopping has increased our residential collections. It is not a matter of encouraging recycling. The question is how do we handle the volume.

Chair Hansen stated that we will put this item on the agenda for next month.

## IX. MATTERS FROM THE BOARD

### A. ELECTION OF CHAIR AND VICE-CHAIR

**MOTION** A motion was made by Chair Hansen, seconded by Commissioner Hughes, to elect Commissioner Vigil Coppler as Chair for the next year.

**VOTE** The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Abeyta, yes; Chair Hansen, yes.

**MOTION** A motion was made by Commissioner Hughes, seconded by Councilor Vigil Coppler, to elect Commissioner Hansen as Vice Chair for the next year.

**VOTE** The motion passed on a roll call vote as follows:

Councilor Vigil Coppler, yes; Commissioner Hughes, yes; Councilor Garcia, yes; Councilor Abeyta, yes; Chair Hansen, yes.

## X. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

### A. SHIRLENE SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Sitton reported that finishing the cost of service study is the biggest thing we have coming up. We are excited in working with our technology partner to do an optimization study to balance our routes. We are working to revive our maintenance facility and bring it forward. On another note, Keep Santa Fe Beautiful is working on a new website. We are getting new guidelines up on litter control.

### B. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS

Mr. Francisco reported that their new hours are working great. We will stay open during the lunch hour as of February 21st. We will also open up two collection centers on Sunday.

Commissioner Hughes thanked the County staff for keeping the centers open for the additional hours.

Chair Hansen asked Mr. Yanke and Mr. Kippenbrock to make sure this study gets to Katherine Miller. It will effect our budget as well and she needs to be aware of what is happening.

Mr. Kippenbrock said he would make sure she gets it.

## XI. NEXT MEETING DATE: MARCH 18, 2021

## XII. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 6:30 pm.

Attested to by:

Commissioner Anna Hansen, Chair

Katharine E. Clark
Santa Fe County Clerk

Elizabeth Martin, Stenographer

# MEMORANDUM

**To:** SFSWMA Joint Powers Board
**From:** Randall Kippenbrock, P.E., Executive Director RLK
**Date:** March 11, 2021
**Subject:** Request for Approval of Sole Source Vendors

## SUMMARY

The Agency requests Board approval of sole source vendors for one year (March 2021 – March 2022) with six vendors. These vendors are used to procure proprietary parts, specialty labor and technical assistance on an as-needed basis. Approving these vendors allows the Agency to access the manufacturers who have proprietary knowledge of the equipment and systems at the Caja del Rio Landfill (Landfill) and the Buckman Road Recycling and Transfer Station (BuRRT).

Table 1 shows six sole source vendors for parts, labor and technical assistance for equipment at the Landfill and BuRRT where a single vendor for the required services is the only source.

**Table 1. List of Sole Source Vendors**

| Vendor | Reasons |
|---|---|
| Andela Products, Ltd.<br>Richfield Springs, NY | Manufacturer of Andela pulverizers (glass crushers). Source of parts and technical assistance. |
| Bandit Industries<br>Remus, MI | Manufacturer of Beast wood grinders. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts. |
| CP Manufacturing<br>San Diego, CA | Manufacturer of CP Manufacturing sorting and conveyance system for the MRF facility at BuRRT. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts. |
| Mega Corporation<br>Albuquerque, NM | Manufacturer of water tanks and associated components that are attached on wheel-tractor scrapers and trucks. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts and tank bodies. |
| Tarpomatic, Inc.<br>Canton, OH | Manufacturer of tarping machines and associated components used to deploy tarps as alternative daily cover for the Landfill. Source of parts and technical assistance. |
| Van Dyk Baler Corp. (Van Dyk Recycling Solutions), Stamford, CT | Manufacturer of HB 80 baler for the MRF facility at BuRRT. Source of parts and technical assistance. Also, provides labor for the troubleshooting, repair, and replacement of parts. |

## BACKGROUND

Under Agency's Policy No. 2013.4 Purchasing Procedure and Finance Policy (Policy) for sole source purchases, the Agency may procure services, construction or items of tangible personal property from one vendor if it determines, after conducting a good faith review of available sources, that the vendor is the only source for the required services, construction or items of tangible personal property.

The Policy states the determination in writing shall be placed in the procurement file providing that: (1) there is only one source for the required service, construction, or item of tangible personal property, (2) the service, construction, or item of tangible personal property is unique and this uniqueness is substantially related to the intended purpose of the contract; and (3) other similar services, construction, or items of tangible personal property cannot meet the intended purpose of the contract.

The Policy states that the Agency must post notice of the intent to award a sole source contract on the Agency and City of Santa Fe websites at least thirty (30) days before a sole source contract can be awarded. The notices for this year's sole source vendors were posted on January 29, 2021.

The notices identify (1) the parties to the proposed contract, (2) the nature and quantity of the service, construction, or item of tangible personal property being contracted for; and (3) the contract amount. Any qualified potential vendor who was not awarded a sole source contract was provided the opportunity to protest the award by submitting in writing within fifteen (15) calendar days of the notice of intent to award a contract. No protests have been received to date.

The Policy states the following for approval of sole source purchases: (1) the executive director is authorized to approve sole source purchases of up to $60,000, excluding applicable state and local gross receipts taxes and freight; (2) the Board is the exclusive authority to approve sole source purchases of more than $60,000, excluding applicable state and local gross receipts taxes and freight; and (3) the Board may adopt specific vendors as sole source providers of goods and services on an annual basis.

## ACTION REQUESTED

The Agency is requesting Board approval of six sole source vendors - Andela Products, Bandit Industries, CP Manufacturing, Mega Corporation, Tarpomatic and Van Dyk Baler Corp.

## ATTACHMENTS

1) Sole Source Request and Determination Form – Andela Products, Ltd.
2) Sole Source Request and Determination Form – Bandit Industries
3) Sole Source Request and Determination Form – CP Manufacturing, Inc.
4) Sole Source Request and Determination Form – Mega Corporation
5) Sole Source Request and Determination Form – Tarpomatic, Inc.
6) Sole Source Request and Determination Form – Van Dyk Baler Corp.

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# ATTACHMENT 1

## Sole Source Request and Determination Form

## Andela Products, Ltd.

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be forwarded to the Accounts Coordinator for the Santa Fe Solid Waste Management Agency (SFSWMA) for processing.**

**Date:** 2/01/2021

**Prepared By:** Danita S. Boettner **Title:** Landfill Manager

**Vendor Name:** Andela Products, Ltd.

**Address:** 493 State Route 28

**City:** Richfield Springs **State:** NY **Zip Code:** 13439

**Estimated Cost:** $60,000 **Term of Contract:** One year from the date of award.

**Description of Good/Service to be Procured:**

1. **Explain why this is the only available source that can meet the needs of your department.**

In January 2006, the SFSWMA's purchased the Andela Products, Ltd. pulverizer system from the City of Santa Fe when taking over operation of the Buckman Road Recycling and Transfer Station (BuRRT). Andela Products is the sole provider of spare/replacement parts, labor, service, and technical support as they relate to the Andela pulverizer system.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

The Andela equipment contains proprietary equipment and replacement parts. Most parts are equipment specific. By accessing directly with the manufacturer of the equipment, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of systems could require more extensive modifications than necessary, including potential modifications to the glass crushing area itself; thus the probable cost of maintenance and repair of the pulverizer system by other vendors is most likely to be higher. Therefore the use of Andela Products, Ltd. parts, labor, service and technical support will minimize the costs for maintenance and repair of the pulverizer system.

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

The SFSWMA finds Andela Product to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts in maintaining the repairing the pulverizer system for processing the recyclable material received at the BuRRT facility in an efficient and timely manner. There are no vendors or providers in New Mexico that can provide the necessary parts, labor, and service for the pulverizer (glass crusher) system at BuRRT.

Approvals:

Based on the above facts, the Accounts Coordinator for the SFSWMA has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

1/28/21

Emily Pisula — Date
Accounts Coordinator

Randall Kippenbrock 1/28/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:09 MST)

Mar 1, 2021

Fran Dunaway — Date
Purchasing Officer
City of Santa Fe - SFSWMA Fiscal Agent

Randall Kippenbrock 3/12/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Date

Joint Powers Board Chairperson

Required Attachments:

*Letter from Contractor, if applicable
*Agenda Item to be presented to Joint Powers Board if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services

ANDELA Products, Ltd.
493 State Route 28 · Richfield Springs, NY 13439 · PHONE: (315) 858-0055 · FAX: (315) 858-2669
website: www.andelaproducts.com email: info@andelaproducts.com

1 /12/2021

Randall Kippenbrock
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

To whom it may concern,

The Andela Pulverizer System has a number of wear parts including parts that are specified to the Andela patented design. The single source for the purchases of these wear parts is Andela Products, Ltd. Andela Products is the only authorized distributer for parts, and service in the united states. There are no other providers of parts or service in New Mexico.

Best Regards,

David Spencer
Production Manager
Andela Products
dspencer@andelaproducts.com
www.andelaproducts.com
Ph:(315)858-0055 ext. 229
Fax:(315)858-2669

# ATTACHMENT 2

## Sole Source Request and Determination Form

## Bandit Industries

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be forwarded to the Accounts Coordinator for the Santa Fe Solid Waste Management Agency (SFSWMA) for processing.**

**Date:** 2/1/2021

**Prepared By:** Danita S. Boettner **Title:** Landfill Manager

**Vendor Name:** Bandit Industries

**Address:** 6750 Millbrook Road

**City:** Remus **State:** MI **Zip Code:** 49340

**Estimated Cost:** $90,000 **Term of Contract:** One year from the date of award.

**Description of Good/Service to be Procured:**

1. **Explain why this is the only available source that can meet the needs of your department.**

In 2003, the SFSWMA's Joint Powers Board approved the purchase of the 3680 Beast from Bandit Industries, Inc. for the green waste program (mulching operation) at the Caja del Rio Landfill (GSA Contract No. GS-30F-0015J). In 2006 the SFSWMA moved the green waste program to the Buckman Road Recycling and Transfer Station (BuRRT). Bandit Industries is the manufacturer of Beast wood grinders. Bandit is the sole source of parts and technical support. Bandit also provides labor for diagnostic, repair, and replacement of parts for ongoing maintenance of the Beast wood grinder machine.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

In 2003, the 3680 Beast horizontal wood grinder located at the Buckman Road Recycling and Transfer Station (BuRRT) under GSA Contract No. GS-30F-0015J from Bandit Industries, Inc. The Beast contains proprietary knowledge and manufacturing techniques for several parts. Most parts are equipment specific. By accessing directly with Bandit Industries, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of equipment would likely be incompatible and would, therefore, require more extensive modification than necessary to repair the equipment; thus the probable cost of maintenance and repair of the Beast by other vendors is likely to be higher. Therefore, the use of Bandit Industries for parts, labor, service and technical support will minimize the costs for maintenance and repair of the Beast.

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

The SFSWMA finds Bandit Industries to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts and holding several patents. There are no vendors or providers in New Mexico that can provide the necessary Bandit and Beast parts, labor, and service for the Beast horizontal wood grinder at BuRRT.

Approvals:

Based on the above facts, the Accounts Coordinator for the SFSWMA has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

1/28/2021

Emily Pisula — Date
Accounts Coordinator

Randall Kippenbrock 1/28/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway
Fran Dunaway (Mar 1, 2021 13:08 MST)

Mar 1, 2021

Fran Dunaway — Date
Purchasing Officer
City of Santa Fe - SFSWMA Fiscal Agent

Randall Kippenbrock 3/12/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Date

Joint Powers Board Chairperson

Required Attachments:

*Letter from Contractor, if applicable
*Agenda Item to be presented to Joint Powers Board if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services

**Bandit Industries, Inc.**
6750 Millbrook Road
Remus, MI 49340
(800) 952-0178 or (989) 561-2270
**WEBSITE:** www.banditchippers.com

January 11, 2021

Danita Boettner
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 8506-8342

Re: Sole source vendor statement

Bandit Industries Inc. and Smoracy LLC have merged with Bandit industries Inc. being the surviving company. Bandit Industries has acquired all existing patents held by Smoracy through the merger. Through these patents and other patents held by Bandit we have proprietary knowledge and manufacturing techniques which make us the sole source for several parts we manufacture and sell in relation to the manufacture, service, and on-going maintenance of Bandit and Beast equipment. Therefore, there are no other vendors or providers that can supply necessary Bandit and Beast parts, labor and service in New Mexico.

Thank you and please feel free to contact me if you have any questions or need additional information.

Sincerely,

William Zehnder

William Zehnder
CFO/Controller
Bandit Industries Inc
989-561-2270 ext 779
bzehnder@banditchippers.com

**ATTACHMENT 3**

**Sole Source Request and Determination Form**

**CP Manufacturing, Inc.**

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be forwarded to the Accounts Coordinator for the Santa Fe Solid Waste Management Agency (SFSWMA) for processing.**

**Date:** 2/01/2021

**Prepared By:** Danita S. Boettner **Title:** Landfill Manager

**Vendor Name:** CP Manufacturing, Inc.

**Address:** 6795 Calle de Linea

**City:** San Diego **State:** California **Zip Code:** 92154

**Estimated Cost:** $60,000 **Term of Contract:** One year from the date of award.

**Description of Good/Service to be Procured:**

1. **Explain why this is the only available source that can meet the needs of your department.**

On March 23, 2006, the SFSWMA's Joint Powers Board awarded CP Manufacturing, Inc. a construction contract for the design, manufacturing and installation of the existing co-mingled processing system (MRF sort line and associated conveyors) at the Buckman Road Recycling and Transfer Station (BuRRT) (RFP No. 06/21/P, Item #1). CP Manufacturing is the sole provider of spare/replacement parts, labor, service, and technical support as they relate to the CP Manufacturing's system

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

The material recovery facility (MRF) at the Buckman Road Recycling and Transfer Station (BuRRT) was competitively designed and constructed (RFB No. 06/28/B) using the CP Manufacturing co-mingled processing and conveyance system. CP Manufacturing equipment contains proprietary equipment and replacement parts. Most parts are equipment specific. By accessing directly with the manufacturer of the equipment, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of systems could require more extensive modifications than necessary, including potential modifications to the MRF facility itself; thus the probable cost of maintenance and repair of the MRF by other vendors is most likely to be higher. Therefore, the use of CP Manufacturing parts, labor, service and technical support will minimize the costs for maintenance and repair of the MRF system.

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

The SFSWMA finds CP Manufacturing to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts in maintaining the repairing the MRF system for processing the recyclable material received at the BuRRT facility in an efficient and timely manner. There are no vendors or providers in New Mexico that can provide the necessary parts, labor, and service for the MRF system at BuRRT.

Approvals:

Based on the above facts, the Accounts Coordinator for the SFSWMA has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

1/28/21

Emily Pisula — Date
Accounts Coordinator

Randall Kippenbrock 1/28/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:09 MST)

Mar 1, 2021

Fran Dunaway — Date
Purchasing Officer
City of Santa Fe - SFSWMA Fiscal Agent

Randall Kippenbrock 3/12/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Date

Joint Powers Board Chairperson

Required Attachments:

*Letter from Contractor, if applicable
*Agenda Item to be presented to Joint Powers Board if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services

**CP MANUFACTURING, INC.**

*Manufacturers of Recycling Machinery*
6795 Calle de Linea, San Diego CA. 92154
**Tel: 619-477-3175 or 800-462-5311 • Fax: 619-477-0713**

January 01, 2021

Caja del Rio Landfill
Buckman Road Recycling &Transfer Station
ATTN: Randall Kippenbrock
149 Wildlife Way
Santa Fe, NM 87506-8342

Dear Randall Kippenbrock,

CP Manufacturing is the sole source provider of spare/replacement parts, labor, and service for your Co-Mingled Processing System. This system includes specialized equipment and conveyors built under our job number 2077. There are no other known vendors or providers in New Mexico that can supply parts, labor, and service for this processing system.

Please feel free to contact our customer service department for replacement/spare parts or for more information. My extension is 203.

Sincerely,

Brian Pressley
Customer Service Supervisor

# ATTACHMENT 4

## Sole Source Request and Determination Form

## Mega Corporation

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be forwarded to the Accounts Coordinator for the Santa Fe Solid Waste Management Agency (SFSWMA) for processing.**

**Date:** 2/1/2021

**Prepared By:** Danita S. Boettner **Title:** Landfill Manager

**Vendor Name:** Mega Corp, Inc.

**Address:** 700 Osuna Rd. NE

**City:** Albuquerque **State:** NM **Zip Code:** 87113

**Estimated Cost:** $60,000 **Term of Contract:** One year from the date of award.

**Description of Good/Service to be Procured:**

1. **Explain why this is the only available source that can meet the needs of your department.**

The SFSWMA has three water wagons (two CAT water wagon 613C and one 621G) purchased as approved by the Joint Powers Board for leachate management and dust control at the Caja del Rio Landfill. Mega Corp is the manufacturer of the tank bodies and spray assemblies for use with the Caterpillar (CAT) scraper machine engines and drives. Mega Corp is the sole source manufacturer and provider of Mega Corp branded water tank equipment and support parts in the United States. Mega Corp's parts and technical support are associated with the tank bodies, pumps and spray assemblies, which are designed to properly position the payload and tank center of gravity within Caterpillar's scraper specifications for scraper axle weight distribution and the gross machine weight. Mega Corp also provides labor and structural technical assistance for diagnostics, repair, and replacement of parts for ongoing maintenance of the Mega Corp tank bodies and spray assemblies.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

Mega Corp bodies and assemblies contain proprietary knowledge and manufacturing techniques for several parts. Most parts are equipment specific. By accessing directly with Mega Corp, the SFSWMA gain access to the extensive knowledge (technical assistance) of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. The use of other manufacturers of these types of equipment would likely be incompatible and would, therefore, require more extensive modification than necessary to repair the equipment; thus the probable cost of maintenance and repair of the Mega Corp bodies by other vendors is likely to be higher. Therefore, the use of Mega Corp for parts, labor, service and technical support will minimize the costs for maintenance and repair of the tank bodies, pumps and spray assemblies.

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

The SFSWMA finds Mega Corp to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to their proprietary manufacturing techniques and holding several patents, copyrights, and trademark registrations. There are no other vendors or providers in the United States or New Mexico that can provide the necessary parts, labor, and service for the multiple Mega Corp bodies and assemblies utilized for leachate management and dust control at the Caja del Rio Landfill.

Approvals:

Based on the above facts, the Accounts Coordinator for the SFSWMA has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

Emily Pisula — 1/28/21
Emily Pisula — Date
Accounts Coordinator

Randall Kippenbrock — 1/28/21
Randall Kippenbrock — Date
SFSWMA Executive Director

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway — Mar 2, 2021
Fran Dunaway (Mar 2, 2021 17:05 MST)
Fran Dunaway — Date
Purchasing Officer
City of Santa Fe - SFSWMA Fiscal Agent

Randall Kippenbrock — 3/12/21
Randall Kippenbrock — Date
SFSWMA Executive Director

Date

Joint Powers Board Chairperson

Required Attachments:

*Letter from Contractor, if applicable
*Agenda Item to be presented to Joint Powers Board if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services

P.O. Box 26146, Albuquerque, NM 87125 • 700 Osuna Rd. NE, Albuquerque, NM 87113 • U.S. 1-800-345-8889 • Direct 505-345-2661 • Fax 505-345-6190
www.megacorpinc.com

To Randall Kippenerock: 1/11/2021

Santa Fe Solid Waste Management
149 Wildlife Way
Santa Fe, NM 87506

Mega Corp is the sole source manufacturer and provider of Mega Corp branded water tank equipment and support parts in the United States. Mega Corp branded products and manufacturing techniques are proprietary and protected by several patents, copyrights, and trademark registrations. Therefore, no other vendor can supply Mega Corp products and service.

Mega Corp Products are custom designed and manufactured for very specialized equipment applications. Failure to use Mega Corp provided parts and established repair procedures on Mega manufactured tanks and components will cause reduced service life, increase equipment malfunctions, and cause premature failure.

For any additional information on Mega Corp or Mega Corp Branded products please visit our website at www.megacorpinc.com or call us at 1-800-345-8889

Sincerely, Stephen Linn

**ATTACHMENT 5**

**Sole Source Request and Determination Form**

**Tarpomatic, Inc.**

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be forwarded to the Accounts Coordinator for the Santa Fe Solid Waste Management Agency (SFSWMA) for processing.**

**Date:** 2/1/2021

**Prepared By:** Danita S. Boettner **Title:** Landfill Manager

**Vendor Name:** Tarpomatic Inc.

**Address:** 512 45th St. SW

**City:** Canton **State:** OH **Zip Code:** 44706

**Estimated Cost:** $60,000 **Term of Contract:** One year from the date of award.

**Description of Good/Service to be Procured:**

1. **Explain why this is the only available source that can meet the needs of your department.**

The SFSWMA has two Tarpomatic machines that were purchased as approved by the Joint Powers Board to deploy tarps for alternative daily cover at the Caja del Rio Landfill. Tarpomatic is the sole source manufacturer and provider of Tarpomatic branded equipment and support parts across the world, including the United States and New Mexico. Tarpomatic's parts and technical support are associated with maintenance of the machine.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

| | |
|---|---|
| X | **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or** |
| | **Other reason, please explain in full. Attach additional sheets, if necessary.** |

3. **Explain why the price is considered fair and reasonable.**

Tarpomatic has proprietary knowledge and manufacturing techniques for several parts. Most parts are equipment specific. By accessing directly with Tarpomatic, the SFSWMA gains access to the extensive knowledge (technical assistance) of the specified equipment, which minimizes labor, and provides for efficient service of the equipment. The use of other manufacturers of these types of equipment would likely be incompatible and would, therefore, require more extensive modification than necessary to repair the equipment; thus, the probable cost of maintenance and repair of the Tarpomatic machine by other vendors is likely to be higher. Therefore, going directly to Tarpomatic for parts and technical support will minimize the costs for maintenance and repair of the machines.

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

The SFSWMA finds Tarpomatic to have the best possible price for their technical support and timeliness of parts delivery due to their proprietary manufacturing techniques and holding several patents, copyrights, and trademark registrations. There are no other vendors or providers in the United States or New Mexico that can provide the necessary parts and technical support for the multiple Tarpomatic machines utilized to deploy tarps for alternative daily cover at the Caja del Rio Landfill.

Approvals:

Based on the above facts, the Accounts Coordinator for the SFSWMA has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

1/28/21

Emily Pisula — Date
Accounts Coordinator

Randall Kippenbrock 1/28/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:01 MST)

Mar 1, 2021

Fran Dunaway — Date
Purchasing Officer
City of Santa Fe - SFSWMA Fiscal Agent

Randall Kippenbrock 3/12/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Date

Joint Powers Board Chairperson

Required Attachments:

*Letter from Contractor, if applicable
*Agenda Item to be presented to Joint Powers Board if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services

Tarpomatic inc.
512 45th Street S.W. • Canton, Ohio 44706
800/500-5069 • 330/484-7100 • 330/484-4630 fax

January 26, 2021

Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

Mr. Kippenbrock,

Tarpomatic is the only dealer for parts and service (for warranty) in the state of New Mexico and it is necessary to purchase the ancillary equipment (replacement parts, remote control, etc.) from Tarpomatic Inc., since we are the only manufacturer in the world of the equipment. Tarpomatic retains an ample inventory supply of replacement parts for immediate shipment.

If you have any questions, or need any further assistance in this matter, please do not hesitate to call our offices toll free at the number listed below. I may be reached directly at (800)500-5069

Best regards,

Marlon Yarborough
Tarpomatic, Inc.
Sales Manager
Tarpomatic.marlon@gmail.com
Cell # 225-268-7234

**ATTACHMENT 6**

**Sole Source Request and Determination Form**

**Van Dyk Baler Corp.**

# SOLE SOURCE REQUEST AND DETERMINATION FORM

**This form must be forwarded to the Accounts Coordinator for the Santa Fe Solid Waste Management Agency (SFSWMA) for processing.**

**Date:** 2/01/2021

**Prepared By:** Danita S. Boettner **Title:** Landfill Manager

**Vendor Name:** Van Dyk Baler Corp.

**Address:** 78 Halloween Boulevard

**City:** Stamford **State:** CT **Zip Code:** 06902

**Estimated Cost:** $60,000 **Term of Contract:** One year from the date of award.

**Description of Good/Service to be Procured:**

1. **Explain why this is the only available source that can meet the needs of your department.**

On May 4, 2006, the SFSWMA's Joint Powers Board awarded Van Dyk Baler Corp. an equipment contract for the manufacturing and installation of the existing Bollegraaf materials baler (Model HB 80) at the Buckman Road Recycling and Transfer Station (BuRRT) (RFP No. 06/21/P, Item #2). Van Dyk is the sole provider of spare/replacement parts, labor, service, and technical support as they relate to the Bollegraaf baler.

2. **Explain why this vendor is the only available source from which to obtain this product of service.**

[X] **The company has affirmed (memo from vendor is attached) that there is no other source for this item. Our search for possible vendors proved unsuccessful; or**

[ ] **Other reason, please explain in full. Attach additional sheets, if necessary.**

3. **Explain why the price is considered fair and reasonable.**

The material recovery facility (MRF) at the Buckman Road Recycling and Transfer Station (BuRRT) was competitively designed and constructed (RFB No. 06/28/B) using the Bollegraaf baling system provided by Van Dyk. The Bollegraaf baler contains proprietary equipment and replacement parts. Most parts are equipment specific. By accessing directly with the manufacturer of the equipment, the SFSWMA gain access to the extensive knowledge (technical assistance of the specified equipment, including the necessary specifications to fabricate replacement parts, minimized labor, and efficient service. the use of other manufacturers of these types of systems could require more extensive modifications than necessary, including potential modifications to the baling facility itself; thus the probable cost of maintenance and repair of the baler by other vendors is most likely to be higher. Therefore, the use of parts, labor, service and technical support provided by Van Dyk will minimize the costs for maintenance and repair of the baling system.

4. **Describe the efforts made to obtain the best possible price from this sole source vendor for the taxpayers. What (if any) is the total cost savings from the original quote? (Attach additional sheets, if necessary.)**

The SFSWMA finds Van Dyk Baler Corp. to have the best possible price for their technical support, service, labor, and timeliness of parts delivery due to the manufacturing of parts in maintaining and repairing the baling system for processing the recyclable material received at the BuRRT facility in an efficient and timely manner. There are no vendors or providers in New Mexico that can provide the necessary parts, labor, and service for the baling system at BuRRT.

Approvals:

Based on the above facts, the Accounts Coordinator for the SFSWMA has made the determination that the justification for the Sole Source procurement is in accordance with Section 13-1-126, NMSA 1978 and will be posted for a 30-day period prior to award.

1/28/21

Emily Pisula — Date
Accounts Coordinator

Randall Kippenbrock 1/28/21

Randall Kippenbrock — Date
SFSWMA Executive Director

Pursuant to Section 13-1-126, NMSA 1978, the 30-day posting period of the Notice of Intent to Award this Sole Source request was met and no obligation to the award to the above referenced contractor were received. This Sole Source determination will be valid for a period of one (1) year from the date of the award.

Fran Dunaway
Fran Dunaway (Mar 1, 2021 09:09 MST)

Mar 1, 2021

Fran Dunaway — Date
Purchasing Officer
City of Santa Fe - SFSWMA Fiscal Agent

Randall Kippenbrock 3/12/21

Randall Kippenbrock — Date
SFSWMA Executive Director

_____
Date

Joint Powers Board Chairperson

Required Attachments:

*Letter from Contractor, if applicable
*Agenda Item to be presented to Joint Powers Board if over $60,000 for Professional Services and $60,000 for Goods and Non-Professional Services

VAN DYK
recycling solutions

DESIGN, SALES AND SERVICE FOR BOLLEGRAAF, LUBO AND TOMRA

January 11, 2021

**Santa Fe Solid Waste Management Agency**
Randall Kippenbrock
149 Wildlife Way
Santa Fe, NM 87506

Dear Randall Kippenbrock,

This letter confirms that Van Dyk Baler Corp. is the exclusive distributor in the United States and Canada for Bollegraaf Machinery, parts and service. We are the exclusive sales and service company for Bollegraaf and Lubo recycling equipment.

Van Dyk Baler Corp. and Lubo USA, LLC., is the only authorized Bollegraaf and Lubo dealer for the Bollegraaf and Lubo machines, parts and service for New Mexico.

As an authorized distributor, Van Dyk Baler Corp. and Lubo USA, LLC. maintain an inventory of replacement parts and staff of factory trained technicians to provide support and service to direct our customers of our equipment.

Sincerely,

Christopher P. Bova
Director of Operations

# MEMORANDUM

**To:** SFSWMA Joint Powers Board
**From:** Randall Kippenbrock, P.E., Executive Director RLK
**Date:** March 12, 2021
**Subject:** Request for Approval to Award Bid No. '21/03/B for BULL Litter Fencing with Canopy for the Caja del Rio Landfill to Metta Technologies of Toledo, OH, in the Amount of $59,410

## SUMMARY

The Agency is requesting Board approval to award Invitation for Bids (ITB) No. '21/03/B to Metta Technologies of Toledo, OH for ten BULL litter fencing with canopy in the amount of $59,410. Funding is available from 810.100700 (Operating Fund Cash Balance).

On February 24, 2021, the Agency issued ITB No. '21/03/B - BULL Litter Fencing with Canopy for the Caja del Rio Landfill (Landfill). Two bidders responded to the ITB on March 9, 2021, and are listed below:

- Coastal Netting Systems, Bakersfield, CA
- Metta Technologies, Toledo, OH

**Summary of Bids for ITB No. '21/03/B**

| Description | Quantity | Coastal Netting Systems | Metta Technologies |
|---|---|---|---|
| BULL Litter Fence with Canopy | 10 | $51,500 | $54,150 |
| Freight, Lump Sum | 1 | $2,650 | $5,260 |
| Total Bid Amount, Including Freight | - | $54,150 | $59,410 |

Metta Technologies was the only bidder that quoted the BULL fencing specified in ITB.

Delivery time for the fencing is approximately 30 days from purchase.

## BACKGROUND

Based on the results of an October 31, 2018 landfill inspection by the New Mexico Environment Department, the Agency determined additional litter control was necessary to comply with the solid waste operating permit.

On March 21, 2019, the Board awarded Request for Bid No. '19/10/B to Metta Technologies of Toledo, OH, for BULL fences (20 units) and Defender temporary litter fencing (1,000 feet) for $123,380.

The ten new and 20 existing BULL fences will better control windblown litter as the wind direction changes throughout the day. BULL litter fences are sturdy, come with outriggers that provide greater stability, and have a canopy and side nets that provide greater surface area to capture windblown litter. The portable fences are easily moved using the Agency's heavy equipment.

ITB No. '21/03/B specified BULL litter fences so that parts will be interchangeable and fence sections will be compatible. Metta Technologies was the only bidder to provide a bid for the specified BULL fencing. Coastal Netting Systems provided a bid for a different style of portable fencing.

## ACTION REQUESTED

The Agency recommends the Board award ITB No. '21/03/B for ten units of BULL litter fencing with canopy to Metta Technologies in the amount of $59,410.

The Agency also requests approval of a budget increase to 8100851.572400 (Inventory Exempt) from 810.100700 (Operating Fund Cash) in the amount of $59,410.

## ATTACHMENTS

1) Budget Adjustment Request (BAR)
2) Metta Technologies Bid
3) ITB No.'21/03/B

M:\Memo\031821.5

ATTACHEMENT 1

Budget Adjustment Request (BAR)

| | |
|---|---|
| Log # {Finance use only}: | |
| Batch # {Finance use only}: | |

# City of Santa Fe, New Mexico
## BUDGET AMENDMENT RESOLUTION (BAR)

| DEPARTMENT / DIVISION NAME | DATE |
|---|---|
| SFSWMA | 3/12/2021 |

| ITEM DESCRIPTION | ORG | OBJECT | PROJECT | INCREASE | DECREASE |
|---|---|---|---|---|---|
| EXPENDITURES | | | | {enter as positive #} | {enter as negative #} |
| Inventory Exempt | 8100851 | 572400 | | 59,410 | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| REVENUES | | | | {enter as negative #} | {enter as positive #} |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | $ 59,410 | $ - |

**JUSTIFICATION:** *(use additional page if needed)*
*--Attach supporting documentation/memo*

To transfer funding from operating cash to fund BULL litter fencing with canopy for the Landfill to Metta Technologies

Cash is available in the Operating Fund (810.100700)

*{Complete section below if BAR results in a net change to ANY Fund}*

| Fund(s) Affected | Fund Balance Increase/(Decrease) |
|---|---|
| 810 | (59,410) |
| | |
| | |
| | |
| TOTAL: | (59,410) |

Emily Pisula 3/12/2021
Prepared By {print name} Date

Division Director Signature {optional} Date

Department Director Signature Date

*{Use this form for Finance Committee/ City Council agenda items ONLY}*

CITY COUNCIL APPROVAL

*Joint Powers Board Approval Date*

*Agenda Item #:*

Budget Officer Date

Finance Director {≤ $5,000} Date

City Manager {≤ $60,000} Date

# ATTACHMENT 2

## Metta Technologies Bid

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**BID SUBMITTAL FORM**
**ITB No. '21/03/B**

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to email these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (✓) All specifications, terms and conditions are met.
b. (_____) Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non- conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized representative:

David Hass with Metta Technologies, Inc Toledo, OH 43620

419-244-7916

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Copy of Resident Veteran Business / Resident Business Certification (if applicable).
- Any signed addenda issued in reference with this ITB

**Remainder of Page Intentionally Left Blank**

## BID FORM

### ITB No. '21/03/B

**If an item listed below cannot or does not need to be provided by your company, please indicate with "No Bid".** Freight for delivery of the materials shall be to the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, NM 87506.

| Item | Unit | Unit Price | No. of Units | Total |
|---|---|---|---|---|
| **BULL Litter Fence with Canopy** | Each | $5415 | 10 | $54,150 |
| **Freight** | Lump Sum | $5260 | 1 | $5260 |
| **Total Bid Amount, Including Freight** | | | | $ 59,410 |

**BIDDER'S INFORMATION**

Metta Technologies, Inc
Bidder – Firm Name

2233 Parkwood Ave #3, Toledo, OH 43620
Address, City, State, Zip Code

Authorized Signature

David Hass
Print Name

President
Title

3/8/2021
Date

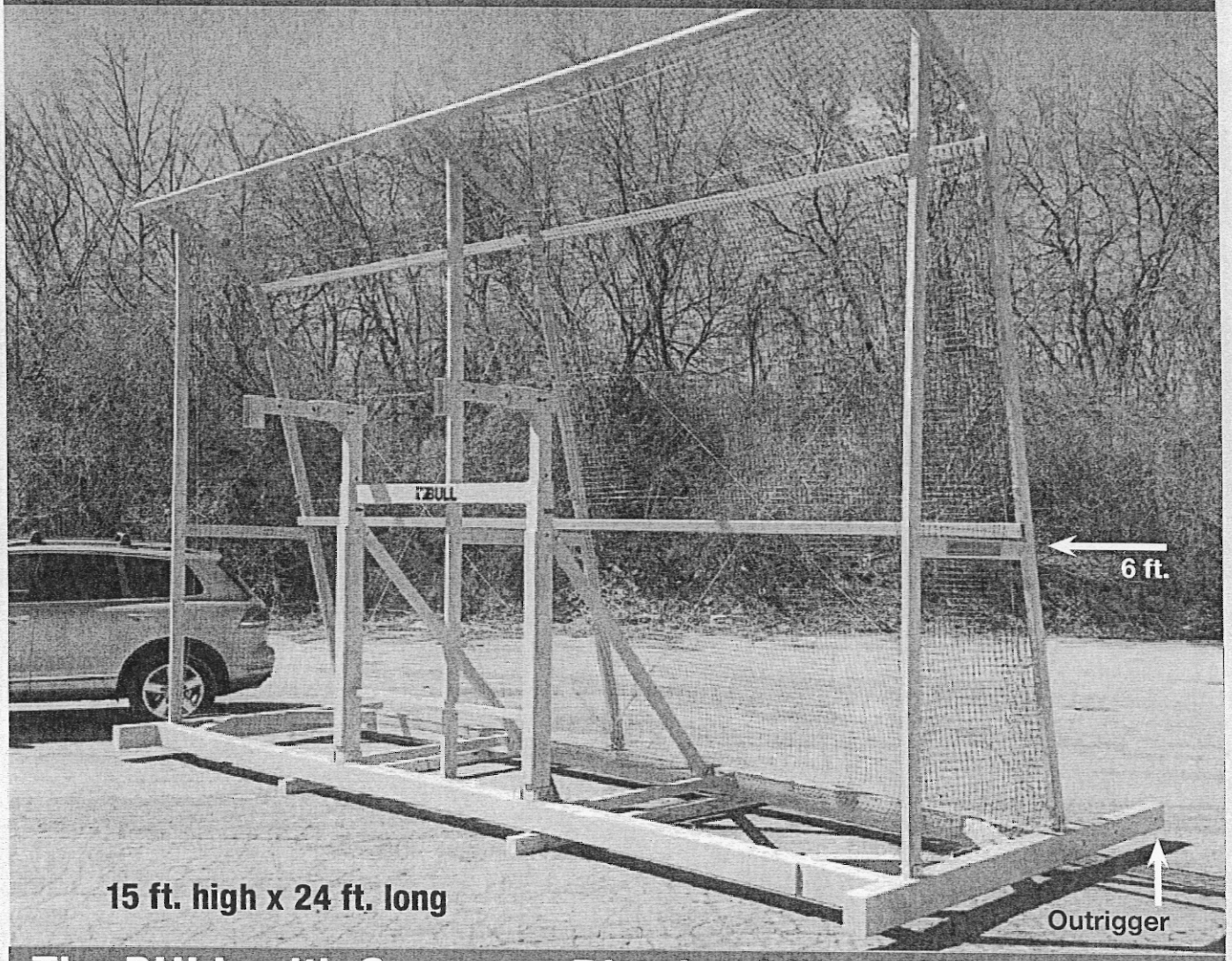
MettaTech@bex.net
E-Mail Address

419-244-7916
Telephone Number

Fax Number

# BULL

**The BULL™: BEST mobile litter fence**




## The BULL with Canopy™: Blowing Litter's Worst Enemy

- Designed to withstand winds over 65mph – outriggers, standard on the BULL, can be deployed for even greater overturning resistance.
- The BULL Canopy™ and Side-nets™ keeps litter from escaping– litter can't slip off the edges between adjacent units when the winds shift and swirl.
- Fully adjustable hooks – operators can easily pick up and move using the widest selection of equipment – without leaving their cab.
- Strong welded steel back net-galvanized and vinyl coated.
- Wear-plates on front surfaces– provide additional stability and protection
- All steel framing– stands up to harsh landfill conditions

- **Five year warranty.**
- Move the BULL everyday in rough landfill conditions without damage. The BULL is designed and built strong.
- **Lower your operating costs.**
- Reduce manual labor picking up litter.
- **Increase your profit.**
- Stay open on windy days when you would normally close.
- **Keep your regulators and neighbors satisfied and avoid fines.**
- Stop your blowing litter at the working face.

**Specifications:**

Height: 15ft Length: 24ft Depth: 8ft Weight: 3610lbs

Depth with Outriggers: 10', 11'-6" and 15ft.

*Specifications subject to change without notification.*

---

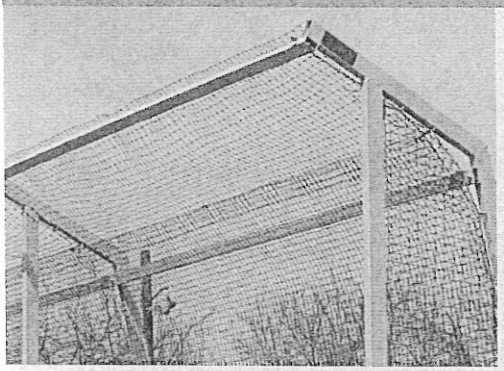
Check out our website at **www.LitterFences.com** or **800-889-4601** for more information or a quote on either

**THE BULL** or **THE DEFENDER**

METTA TECHNOLOGIES

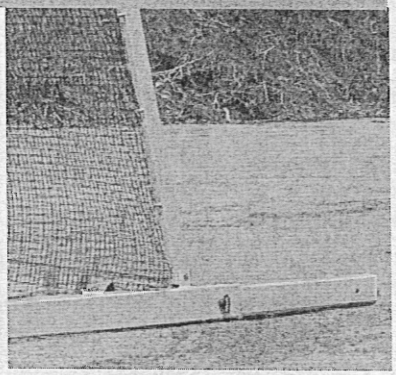
# The BULL stops blowing litter at your working face and keeps it there!

## CANOPY and SIDE-NETS



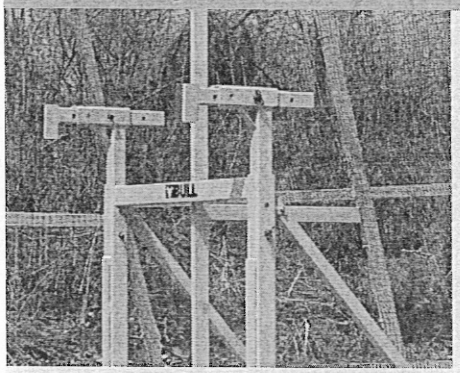
- The BULL Canopy and Side-nets—keep litter from escaping—no slipping off the edges between adjacent units. They both help keep litter trapped when the wind shifts and swirls.

## OUTRIGGERS



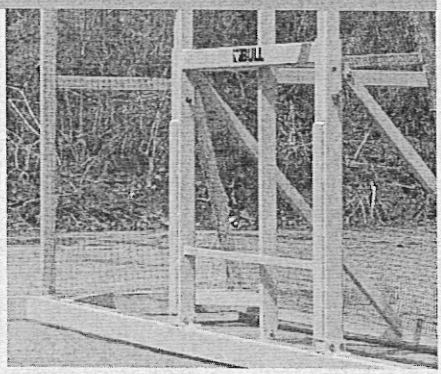
- Built-in Outriggers—standard on the BULL, can be deployed to provide maximum overturning resistance above and beyond what other units offer. Unequaled!

## FULLY ADJUSTABLE HOOKS

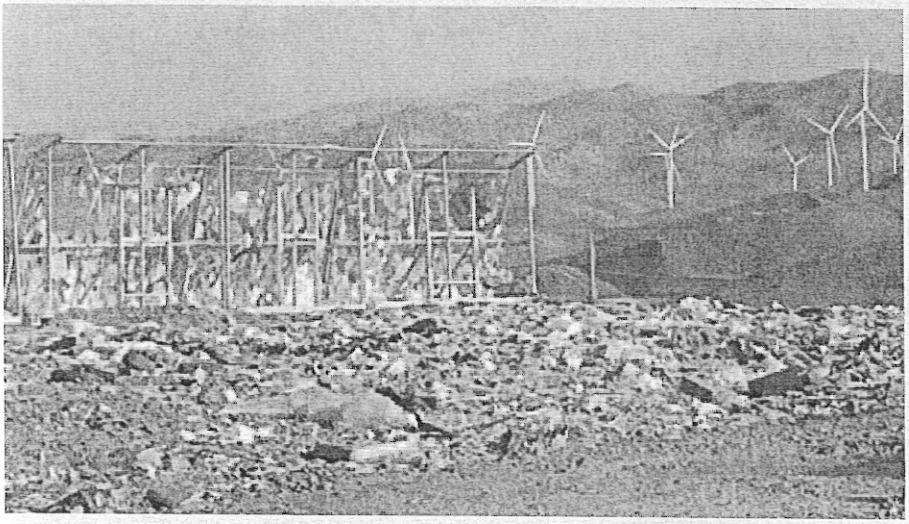


- Fully Adjustable Hooks—operators can easily pick up and move the BULL using a wide selection of equipment.

## LITTER-TRAP



- Easy to Clean—Litter is trapped by the side nets, base-frame and back windscreen after it falls to the ground.



## The strength and performance is in the details.

Each detail combines to make a litter fence that provides all the features you need:

- Stops litter
- Keeps it trapped until it can be cleaned out.
- Stays standing when you need it the most—on the windiest days.
- Easy to move so the operators use it.
- Stands up to the heavy equipment that will be around it all day.
- Cost-effective enough to pay for itself in labor savings.

All day, every day the BULL performs all these necessary functions better than any other product available.

The 15ft tall BULL has the highest stability of any product this tall out there—without using outriggers.

Outriggers add stability above and beyond what other units offer—as standard equipment.

No other product of its kind has been engineered to withstand the strongest winds the BULL can handle and still be standing.

*"**The BULLs** can be moved in a matter of minutes when the wind changes, and it seems to change 4 to 5 times in a day. **You can always have them where they're needed** to stop the paper from getting away."*

*"**We're 100% satisfied**. They extend our hours of operation on windy days so we ca keep the revenue coming in. The angle of the back net pushes the litter into the frame where our vac truck can easily clean them. They are very well built."*

METTA TECHNOLOGIES

Metta Technologies, Inc. (800) 889-4601 fax 419-244-7917 www.LitterFences.com

METTA TECHNOLOGIES

# The BULL with Canopy

## SPECIFICATIONS

| | |
|---|---|
| Length: | 24 ft. |
| Height: | 15ft with canopy |
| Depth: | 8ft standard, (10ft, 11ft-6in & 15ft with outriggers extended, Outriggers are included) |
| Side nets: | Full height of back net and full width of base |
| Weight: | 3610 lbs. |
| Netting: | Heavy gauge welded wire, galvanized & vinyl coated. Mesh opening is 1.5 in. square. Side and Canopy net is very heavy duty Polymer, same mesh opening. |
| Portability: | The Bull is capable of being lifted and moved with bladed machines such as bulldozers, compactors and front end loaders. The adjustable lifting mechanism has the ability to accommodate a Caterpillar D9T dozer with U-Blade with trash rack and/or a Caterpillar 836 compactor with a straight blade and trash rack. Hooks adjust vertically from 6ft-9in to 12ft-2in. |
| Assembly: | The Bull was designed to be easily assembled in the shortest amount of time. After the learning curve each Bull should take about 1hr-30minutes to fully assemble. |

- Smooth, heavy walled steel tubing is used to keep the units from freezing to the ground or sinking in soft mud
- Rugged steel construction with full welds and a tough enamel painted finish to protect your investment
- Stability: The Bulls can withstand up to 70 mph wind gusts fully loaded without overturning.
- A maximum of 10 Bulls can be shipped on one truck, a total of 240 linear feet of litter protection.

## FIVE YEAR WARRANTY

Metta Technologies warrants the Bull and any parts thereof, to be free from defects in materials and workmanship, failure, or breakage under normal daily use at a landfill for 5 years from the date of first purchase when operated and maintained in accordance with instructions.

This warranty covers the cost of parts required to restore the product to proper operating condition. Transportation and incidental costs associated with warranty repairs are covered under this warranty.

This warranty does not cover defects resulting from misuse, abuse, negligence, accidents, lack of proper maintenance, improper set up, normal wear, alteration, modification, or tampering. This express warranty is given in lieu of any other warranty either expressed or implied, including warranties of merchantability and fitness for a particular purpose.

Metta Technologies, Inc. assumes no responsibility for indirect, incidental or consequential damages. Limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Manufactured in Toledo, Oh 43612 • Phone: (419) 244-7916
Email: MettaTech@bex.net • web address: www.LitterFences.com

# ATTACHMENT 3

## ITB No. '21/03/B – BULL Litter Fencing with Canopy for the Caja Del Rio Landfill

CITY OF SANTA FE

CENTRAL PURCHASING OFFICE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

# "INVITATION TO BID"

## BULL LITTER FENCE WITH CANOPY

for the

## CAJA DEL RIO LANDFILL

**ITB No. '21/03/B**

**BID DUE:**

**March 9, 2021**
**2:00 P.M.**

**PURCHASING OFFICE**
**CITY OF SANTA FE**
**200 LINCOLN AVE., ROOM 122**
**SANTA FE, NEW MEXICO 87501**
**Purchasing@santafenm.gov**

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**ADVERTISEMENT FOR BIDS**
**ITB No. '21/03/B**

Competitive sealed bids will be received electronically by the Santa Fe Solid Waste Management Agency via email only to the City of Santa Fe Purchasing Staff **until 2:00 p.m. local prevailing time on Tuesday, March 9, 2021**. Any bid received after this deadline will not be considered. This ITB is to procure:

**BULL LITTER FENCE WITH CANOPY**
**FOR THE**
**CAJA DEL RIO LANDFILL**

Bids for the price agreement for litter fencing will be presented in the form of a unit price as indicated on the ***Bid Form***. Bidder shall bid all items listed for which they qualify. Each Bidder must conform to the conditions specified in the section entitled ***Instructions for Bidders***. Bids may be held for ninety (90) days subject to action by the Agency. The Agency reserves the right to reject any or all bids in part or in whole.

Bid packets and subsequent addendum(s), if any, are available from the Central Purchasing Office via email to Purchasing@santafenm.gov or website http://www.santafenm.gov/bids_rfps.

There will be no pre-bid meeting. Questions related to this bid can be directed via email to Danita Boettner, Santa Fe Solid Waste Management Agency, at dboettner@sfswma.org or by telephone (505) 424-1850, ext. 110.

Bids must be submitted to the Central Purchasing Office via email at Purchasing@santafenm.gov. Courier and hand deliveries of proposals will not be accepted. Late proposals will not be accepted under any circumstances.

The Bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said items shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full.

The Agency is an Equal Opportunity Employer, and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin. The successful Bidder will be required to conform to the Equal Opportunity Employment regulations.

**ATTEST:**

CPO 02/18/2021
Fran Dunaway, CPO, CNMB, Purchasing Officer

Received by the Santa Fe New Mexican on February 19, 2021
To be published on February 24, 2021

Received by the Albuquerque Journal on February 19, 2021
To be published on February 24, 2021

## BID SCHEDULE

ITB No. '21/03/B

This section of the ITB contains the bid schedule for the procurement, describes the major procurement events and the conditions governing the procurement. The dates of the significant procurement events considered by the Agency and Joint Powers Board are tentative and subject to change without notice.

| | EVENT | DATE |
|---|---|---|
| 1. | Advertisement | February 24, 2021 |
| 2. | Issuance of ITB: | February 24, 2021 |
| 3. | Receipt of Bids: | March 9, 2021 at 2:00 p.m.<br>Local Prevailing Time<br>City of Santa Fe Purchasing Office<br>Purchasing@santafenm.gov |
| 4. | Recommendation of Award to Joint Powers Board: | March 18, 2021 |

## INFORMATION TO BIDDERS

### 1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites bids on the forms attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City of Santa Fe Purchasing Office until **2:00 p.m. local prevailing time on Tuesday, March 9, 2021.** At this time, the City of Santa Fe Purchasing Officer will publicly open and read bid(s) aloud.

Bids shall be submitted electronically via email to the Central Purchasing Office at Purchasing@santafenm.gov. No late bids shall be accepted under any circumstances. Bidder shall include appropriate lead-time for email delivery as late-delivered proposals shall be determined to be non-responsive, no matter whose fault it was. The email subject line should indicate the following information:

ITB No.: '21/03/B

Title of the Bid: BULL Litter Fence with Canopy for the Caja del Rio Landfill

ITB number and title of the bid, including Bidders name and address must be included in the content of the email.

The Agency may consider any informal bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

### 2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, hand or typewritten. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved five (5) days prior to the bid opening date or March 4, 2021 by the Chief Purchasing Officer.

### 3. BID SECURITY

None required.

### 4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Liquidated damages are not applicable to this bid.

## 5. APPLICATION OF PREFERENCES IN PROCUREMENT

**Resident Business Preference:** To receive a Resident Business Preference pursuant to Section 13-1-22 NMSA 1978 the Bidder **must** submit a copy of a valid Resident Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

If a Bidder submits a copy of a valid Resident Business certificate with its bid, the bid will be evaluated at five (5) percent lower than the bid received.

Certification by the New Mexico Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

**Resident Veteran Business Preference:** To receive a Resident Veteran Business Preference pursuant to Section 13-1-22 NMSA 1978 the Bidder **must** submit a copy of a valid Resident Veteran Business certificate issued by the New Mexico Department of Taxation and Revenue with its bid.

If a Bidder submits a copy of their Resident Veteran Business Preference certificate with its bid, the bid will be evaluated at ten (10) percent lower than the bid received.

Certification by the New Mexico Department of Taxation and Revenue for the resident veteran business requires the Bidder to provide evidence including, but not limited to, of gross revenues of up to three million dollars ($3,000,000) in the preceding tax year.

A resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person that is an owner of a business that is a resident veteran business shall not benefit from the preference pursuant to this section for more than ten consecutive years. A person shall not benefit from the provisions of this section based on more than one business concurrently.

The resident business preference is not cumulative with the resident veteran business preference.

**Local Preference:** Local preference is not applicable, pursuant to the Agency's 2013 Purchasing Procedures and Finance Policy.

## 6. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the bid must be addressed prior to the bid opening date.

Every request for such interpretations should be submitted via email to Danita Boettner, Procurement Manager, at dboettner@sfswma.org and to be given consideration must be received at least five (5) days prior to the bid opening date or March 4, 2021.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the ITB, which if issued, will be sent by facsimile, e-mail, or hand-

delivered to all prospective Bidders who are known by the Agency to have received a complete ITB not later than three (3) days prior to the bid opening date or March 5, 2021. Failure of any Bidder to receive any such addenda or interpretations shall not relieve Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the contract documents.

Addenda may be obtained from Danita Boettner, Procurement Manager, via email at dboettner@sfswma.org or through website at http://www.santafenm.gov/bids.aspx.

The Agency reserves the right not to comply with these time frames mentioned above if an addendum is required to extend the bid deadline or withdraw the ITB due to significant justification(s) that are in the best interest of the Agency.

## 7. POWER OF ATTORNEY

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

## 8. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal laws, state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular, Bidder is notified that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statues impose penalties for bribes, gratuities and kickbacks.

## 9. COLLUSION

No Bidder shall submit more than one bid in response to the ITB. Collusion among Bidders or the submission of more than one bid under different names by any vendors or individual shall be cause for rejection of all bids in questions without consideration.

## 10. METHOD OF AWARD

The Agency reserves the right to award the ITB to the responsible Bidder(s) submitting a responsive bid with resulting agreements that are most advantageous and in the best interest of the Agency. The Agency reserves the right to award the ITB to multiple Bidders to meet the needs of the Agency in accordance with Section 13-1-153 NMSA 1978.

No important deviation from the terms of the bid specifications is acceptable. It is understood and agreed that the Agency reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest Bidder at its discretion, provided that it is in the best interest of the Agency.

## 11. IDENTICAL BIDS

If two or more identical bids are received, the Chief Procurement Officer will apply the process described in Section 13-1-110 NMSA 1978 of the New Mexico Procurement Code.

## 12. PROTESTS AND RESOLUTIONS PROCEDURES

Any protest by a Bidder must be timely submitted and conform to Section 13-1-172 NMSA 1978 and applicable procurement regulations. The fifteen (15) calendar day protest period shall begin on the day following the bid award and will end by close of business fifteen (15) calendar days after bid award. Protests must be written and must include the protestor's name and address as well as the ITB number. Protests must also contain a statement of grounds for protest, including appropriate supporting exhibits, and must specify the ruling requested. Protests must be addressed and delivered to:

Fran Dunaway
Chief Procurement Officer
City of Santa Fe
fadunaway@santafenm.gov

Protests received after the deadline will not be accepted. The Agency reserves the right to implement the terms of the bid with the successful Bidder during the pendency of the protest.

## 13. PUBLIC INFORMATION

All portions of the bid submittals will become public information. Proprietary information may be marked confidential; however, the Chief Procurement Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

## 14. TAX EXEMPT

The Agency is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for services. A tax-exempt certificate will be issued upon written request to the Central Purchasing Office.

## 15. COMPLIANCE WITH THE CITY OF SANTA FE AND SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCES (LIVING WAGE ORDINANCES)

Bidder will be required to submit their bid such that it complies with the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5 to the extent applicable. The successful Bidder will be required to comply with the ordinances to the extent applicable, as well as any subsequent changes to the ordinances throughout the term of this contract.

## 16. SUBCONTRACTORS, SUPPLIERS AND OTHERS

A. The Bidder, in the bid documents, must identify in writing to the Agency those portions of the Work that is proposed to be subcontracted, and after the Notice of Award, may only subcontract other portions of the work with the Agency's written consent.

B. Bidder will not be required to employ any other subcontractor, other person or organization against whom he has reasonable objection.

C. The Bidder shall list all Subcontractor names, addresses and type of work to be performed.

D. The Subcontractor threshold amount for this project is $5,000. The General Contractor must list all subcontractors who will perform work in excess of this threshold. Only one Subcontractor may be listed for each category as defined by the Contractor. The Subcontractor Fair Practices Act (13-4-31 through 14-3- 43 NMSA 1988) shall apply.

E. EXEMPTION: In accordance with the "SUBCONTRACTOR'S FAIR PRACTICES ACT", Section 13-4-35, the Bidder shall not be required to submit a Subcontractor's Listing form with the bid for contracts for construction, improvement or repair of streets or highways, including bridges, underground utilities within easements, including but not limited to water lines, sewer lines and storm sewer lines. The SUBCONTRACTOR'S FAIR PRACTICES ACT shall apply, however, to that portion of contracts for construction, improvement or repair of streets or highways which covers street lighting and traffic signals.

The Bidder shall list the Subcontractor(s) or material supplier(s) they propose to use for all trades or items on the Subcontractor Listing Form attached to the Bid Form. The listing must include Subcontractors identified in Paragraph D above. If awarded the contract, the Bidder shall use the firm listed, or himself if "General Contractor" has been listed, unless a request for a change or substitution is approved by the Agency of any reason as outlined herein.

F. For subcontract work involving the provision of "SUBCONTRACTOR'S FAIR PRACTICES ACT 13-4-31...43 NMSA 1978" summarized as follows, shall apply.

a. A Bidder may not substitute any Subcontractor listed unless the Agency approves in writing the substitution based on the following situations:

i. The Subcontractor fails or refuses to execute a contract due to bankruptcy or insolvency;
ii. The Subcontractor fails or refuses to perform;
iii. The Bidder demonstrates to the Agency that the listed Subcontractor was due to an inadvertent clerical error;
iv. Acceptance of an alternate by the Agency causes the original Subcontractor's bid not to be low;
v. The Bidder can substantiate to the Agency that a Subcontractor's bid

is incomplete, or;

vi. The Subcontractor fails or refuses to meet bond requirements of the Bidder.

b. Prior to the approval of the contractor's request for substitution, the Owner shall give notice to the listed Subcontractor by certified mail. The Subcontractor shall have five (5) working days to submit written objections to the Agency. Failure to respond shall constitute Subcontractor's consent to the substitution. If written objections are received, the Agency shall give five (5) working days for notice of a hearing.

c. No other substitutions of Subcontractors may be permitted by the Bidder, other than for requested change orders in the scope of the work or unless the Bidder can show that no bids were received.

d. It shall be the responsibility of the Subcontractor to be prepared to submit performance or payment bonds if requested by the Bidder. If the Subcontractor, as per the provisions of item 1 above. (The requirement of such bonding must be included in the Bidder's written or published request for Subcontract bids).

e. If the Bidder does not specify a Subcontractor, they represent that they shall perform the work.

f. If the Bidder is claiming an inadvertent clerical error, notice shall be given to the Agency and the involved Subcontractor within two (2) working days of the bid opening. The Subcontractor shall have six (6) working days from the bid opening to submit written objections. Failure to respond shall constitute Subcontractor's agreement that an error was made.

g. If determined to be an emergency, upon written finding, subcontracting may be permitted although not originally designated in the bid.

h. By State statute, violation of this act may allow the Agency to cancel the Contract or assess the Bidder a penalty up to ten (10) percent of the subcontract involved, but in no case less than the difference between the amount of the listed Subcontractor and the Subcontractor used. The Bidder shall be entitled a hearing after notice of intent to assess apenalty.

i. If a hearing is held, the dispute shall be stated in writing and the Agency shall evaluate the issues of both sides and render a determination within ten (10) days of the hearing and provide the parties with a written copy of the decision by certified mail. The Agency may also refer the matter to arbitration.

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## DEFINITIONS AND TERMS

1. **Addendum**: means a written or graphic instrument issued prior to the opening of Bids, which clarifies, corrects, or changes the Invitation to Bid. Plural: addenda.

2. **Agency**: means the Santa Fe Solid Waste Management Agency.

3. **Bidder:** means the companies or firms submitting a bid in response to this Invitation to Bid.

4. **City**: means the City of Santa Fe.

5. **Contractor**: means the successful Bidder who enters into a binding contract.

6. **Determination**: means the written documentation of a decision of the purchasing officer, including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).

7. **Invitation to Bid**: or "ITB" means all documents, including those attached or incorporated by reference, used for soliciting bids (Section 13-1-102 NMSA 1978).

8. **Joint Powers Board (JPB)**: means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.

9. **Landfill**: means the Caja del Rio Landfill.

10. **Purchase Order**: means a fully executed purchase document issued by the City of Santa Fe that specifies the items and services to be provided by the Contractor.

11. **Purchasing Office**: means the City of Santa Fe Purchasing Office.

12. **Purchasing Officer**: means the City of Santa Fe Purchasing Officer.

13. **Responsible Bidder**: means a bidder who submits a responsive bid and who has furnished, when required, information and data to prove that the bidder's financial resources, production or service facilities, personnel, service reputation and experience

are adequate to make satisfactory delivery of the services, construction or items of tangible personal property described in the invitation to bid (Section 13-1-82 NMSA 1978).

14. **Responsive Bid**: means a bid that conforms in all material respects to the requirements set forth in the invitation to bid. Material respects of a bid include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-84 NMSA 1978).

15. The terms **must, shall, will, is required, or are required** identify a mandatory item or factor that will result in the rejection of the bidder's bid.

16. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

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## SPECIAL CONDITIONS

### 1. GENERAL

When the Central Purchasing Office issues a purchase order document in response to the Contractor's bid, a binding contract is created.

### 2. ASSIGNMENT

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the Central Purchasing Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

### 3. VARIATION IN SCOPE OF WORK

No increase in the scope of work of services or equipment after award will be accepted, unless means were provided for within the contract documents. Decreases in the scope of work of services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent, as specified elsewhere in the contract documents.

### 4. DISCOUNTS

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within 30 days of satisfactory receipt of goods or services. The Agency shall be the final determination of satisfactory receipt of goods or services.

### 5. TAXES

The Agency is exempt from gross receipts tax on tangible personal property, except those used in construction. Services provided to the Agency are not exempt. A tax-exempt certificate will be issued upon written request.

Applicable taxes are not included in the Bidder's bid and will not be included in the bid evaluation.

### 6. INVOICING

(A) The Contractor's invoice shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

## 7. METHOD OF PAYMENT

(A) Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

(B) Contractor must register with the City of Santa Fe's Enterprise Resource Planning (ERP) System. Contractor's failure to do so will experience delays in processing of invoices and will not be able to do business with the Agency. Contractor can register online at http://www/santafenm.gov/.

## 8. DEFAULT

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the state or of the federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub- contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

## 9. NON-DISCRIMINATION

By signing this Agency bid, the Contractor agrees to comply with the Presidential Executive Order No. 11246 as amended.

## 10. NON-COLLUSION

In signing this bid, the Contractor certifies he/she has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid submittal to the Agency.

## 11. WARRANTY

By signing this bid, the Contractor agrees that the services, equipment, material, parts or supplies as specified in the bid specifications shall be covered by the most favorable commercial warranties the Contractor gives for such to any customer for such services or supplies. Bidder shall respond to all requests for warranty repair within twenty-four (24)

hours of notification by the Agency.

Warranty shall be included for material, supplies, or services furnished as specified in the bid specifications, free from defects in Contractor's design, labor, materials and manufacture, and to be in compliance with any specification incorporated herein and with any samples furnished by Contractor.

All applicable UCC warranties, express and implied, are incorporated herein.

## 12. PROCUREMENT UNDER EXISTING CONTRACTS

In accordance with Section 13-1-129 NMSA 1978, the bidder shall be made aware that other central purchasing offices may use the subsequent non-exclusive indefinite quantity price agreement.

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**SPECIFICATIONS**
**ITB No. '21/03/B**

The Agency is requesting bids for the supply and delivery of additional BULL litter fence with canopy as described below. The Agency currently has twenty (20) BULL fences used to control litter in and around the working face at the Caja del Rio Landfill. The additional BULL fences are to match existing fences for continuity purposes.

Bidders must complete the Bid Form attached to this ITB based upon supply and delivery of ten (10) BULL fences. The Agency reserves the right to buy more or less than the stated amount at the time the order is placed, at the unit cost provided as part of the ITB.

## 1. MATERIAL DESCRIPTION AND SPECIFICATIONS

### General:

1) Bottom tubing shall be of smooth, heavy walled steel to keep the units from freezing to the ground or sinking in soft mud. Base piping shall be a minimum of 7" x 5" x ¼" rectangular steel tubing.
2) Rugged steel construction with full welds and tough enamel finish to protect the units.
3) Net supports shall be made of thick-walled steel that is primed and provides a strong support as follows:
    a. Net supports shall be a minimum of 4" x 2" rectangular tubing;
    b. Front supports shall be a minimum of 4" x 4" square tubing, reinforced on the front for additional wear surface.
4) Each unit shall be equipped with a top canopy to stop litter from escaping over the fencing.
5) Each unit should be able to be quickly and easily assembled on-site.
6) Base shall have eyehooks to run reinforcement wire for netting to minimize net curl along the bottom of the fence. Eyehooks to be installed every 36 inches along bottom of netting line, for both the sides and rear netting.
7) Fences shall be designed to withstand overturning in wind speeds up to 65 MPH.

### Overall Dimensions – Minimums:

1) Length: 20 feet
2) Height: 12 feet
3) Depth: 8 feet, 15 feet with additional outriggers extended for stability. Outrigger extensions shall have multiple depth settings
4) Side Nets: Full Height of back net and full width of base
5) Weight: 3,000 lbs. minimum, 3,750 lbs. maximum

### Netting:

1) Galvanized steel mesh nets with vinyl coating
2) Netting shall be held to frame with minimum 1/8" stainless steel cable.

**Lifting Hooks:**

1) Vertical height adjustment: minimum of 6 feet 5 inches to maximum of 12.5 feet.
2) Horizontal hook adjustment: 5 increments from 11 inches to 2 feet 7 inches. Piping for hook attachments must consist of 3" x 5"x 3/16" Schedule 80 tubing. These fences will be picked up and moved by a CAT D8 track machine (or equivalent) or a CAT 836K trash compactor (or equivalent).
3) Hooks and supports must be welded to the base.

## 2. ASSEMBLY

All materials required for assembly shall be included in the price to supply each unit. The Agency will assemble the fences based upon directions provided by the Bidder. Only units that are mechanically assembled with nuts/bolts/washers will be accepted. Any parts indicated as included on the packing slip which, at the time of assembly, are determined to be missing shall be shipped to the Agency at the Bidders cost.

## 3. DELIVERY

An authorized Agency representative must be on site at the time of any delivery. It is mandatory that the Contractor secures both a printed name and signature of the Agency representative receiving the delivery.

Delivery(s) shall be during normal operating hours for the Agency, excluding weekends (Saturdays and Sundays) and any state/federal holidays observed by the Agency, unless different parameters are mutually agreed upon, in writing, between the Contractor and Agency's representatives.

The delivery(s) shall be accompanied by a packing slip which itemizes materials and quantities delivered, packaging, contract number, purchase order number and delivery location. Any parts indicated as included on the packing slip which, at the time of installation, are determined to be missing shall be shipped at the Bidders cost.

## 4. BILLING LOCATION AND CONTACT

Each Contractor is required to request the proper billing address upon the receipt of an order to ensure prompt and efficient payment from the Agency. Incorrect billings may cause delays in payment. The billing address is as follows:

Santa Fe Solid Waste Management Agency
Attn: Accountant, Emily Pisula
149 Wildlife Way
Santa Fe, NM 87506
Tel: (505) 424-1850 x 140
Fax: (505) 424-1839
Email: episula@sfswma.org

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**BID SUBMITTAL FORM**
**ITB No. '21/03/B**

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to email these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

a. (_____) All specifications, terms and conditions are met.
b. (_____) Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non- conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized representative:

_____

_____

_____

ADDITIONAL SUBMITTAL REQUIREMENTS

Bidder must complete and submit with their bid:

- Copy of Resident Veteran Business / Resident Business Certification (if applicable).
- Any signed addenda issued in reference with this ITB

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**BID FORM**

**ITB No. '21/03/B**

**If an item listed below cannot or does not need to be provided by your company, please indicate with "No Bid".** Freight for delivery of the materials shall be to the Caja del Rio Landfill at 149 Wildlife Way, Santa Fe, NM 87506.

| Item | Unit | Unit Price | No. of Units | Total |
|---|---|---|---|---|
| **BULL Litter Fence with Canopy** | Each | | 10 | |
| **Freight** | Lump Sum | | 1 | |
| **Total Bid Amount, Including Freight** | | | | |

**BIDDER'S INFORMATION**

_____

Bidder – Firm Name

_____

Address, City, State, Zip Code

_____

Authorized Signature

_____ _____

Print Name E-Mail Address

_____ _____

Title Telephone Number

_____ _____

Date Fax Number

# MEMORANDUM

**To:** SFSWMA Joint Powers Board
**From:** Randall Kippenbrock, P.E., Executive Director RLK
**Date:** March 11, 2021
**Subject:** Request for Approval of Amendment No. 3 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM, for Glass Hauling Services for the Buckman Road Recycling and Transfer Station (RFB '18/09/B)

## SUMMARY

The Agency is requesting the Board approve Amendment No. 3 to the Services Agreement with Pro-Motion Transportation, LLC of Espanola, NM. The Amendment will continue glass hauling services to Momentum Recycling in Broomfield, CO, at $1,375 per load, or an alternate buyer, Strategic Materials in Phoenix, AZ, at $1,650 per load.

The Amendment will extend the term of the Agreement through March 15, 2022, for the Agreement's fourth and final year. Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed four years.

The Amendment will increase the compensation by $60,000 for a total amount not to exceed $349,425. Funding is available in 52504.510310 (Service Contracts).

## BACKGROUND

On March 15, 2018, the Board approved a Services Agreement (Agreement) with Pro-Motion Transportation for glass hauling services (RFB '18/09/B) for the Buckman Road Recycling and Transfer Station (BuRRT) for $127,500. The Board also approved similar glass hauling services agreements, under the same RFB, to Martinez Trucking of Espanola, NM and Bobby Garcia Trucking, Inc. of Fairview, NM. The Agency, however, has not required the services of these two companies.

On March 21, 2019, the Board approved Amendment No. 1 to the Agreement with Pro-Motion Transportation. The Amendment changed the delivery location from Rocky Mountain Bottle Company in Denver, CO to Momentum Recycling in Broomfield, CO. The Amendment extended the term of the Agreement through March 15, 2020 (Year 2 of the Agreement). The Amendment also increased the compensation by $79,050 for a total amount not to exceed $206,550.

The Board approved Amendment No. 2 to the Agreement on March 19, 2020. Amendment 1 increased the compensation by $82,875 for a total amount not to exceed $289,425 and extended the term of the Agreement through March 15, 2021 (Year 3).

In the past year, Pro-Motion Transportation hauled 72 loads of glass to Momentum Recycling for a total of 1,644 tons. The average load weight was 22.8 tons.

The one-way driving distance from BuRRT to Momentum Recycling is approximately 420 miles and the one-way driving distance to Strategic Materials is approximately 510 miles.

## ACTION REQUESTED

The Agency requests the Board approve Amendment No. 3 to the Services Agreement with Pro-Motion Transportation. The Amendment continues glass hauling services from BuRRT to Momentum Recycling, with Strategic Materials as an alternate buyer.

The Agency requests approval to extend the term of the Agreement through March 15, 2022.

The Agency also requests approval to increase the compensation of the Agreement by $60,000 for a total amount not to exceed $349,425.

## ATTACHMENTS

1) Services Agreement – Amendment No. 3
2) Services Agreement – Amendment No. 2
3) Services Agreement – Amendment No. 1
4) Services Agreement with Pro-Motion Transportation

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**ATTACHMENT 1**

**Services Agreement - Amendment No. 3**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**AMENDMENT No. 3**
**SERVICES AGREEMENT**
**PRO-MOTION TRANSPORTATION, LLC**
**(Glass Hauling Services - 2018)**

This AMENDMENT No. 3 (the "Amendment") to the SERVICES AGREEMENT, dated March 15, 2018 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide hauling services of glass bottle material from the Buckman Road Recycling and Transfer Station to Momentum Recycling in Broomfield, CO, and to Strategic Materials in Phoenix, AZ, (RFB No. '18/09/B).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty Thousand Dollars and No Cents ($60,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Three Hundred Forty-Nine Thousand Four Hundred Twenty-Five Dollars and No Cents ($349,425.00), including applicable gross receipts taxes.

| DESCRIPTION | AMOUNT |
|---|---|
| ORIGINAL CONTRACT | $127,500.00 |
| AMENDMENT NO. 1 | $79,050.00 |
| AMENDMENT NO. 2 | $82,875.00 |
| AMENDMENT NO. 3 | $60,000.00 |
| CONTRACT TO DATE | $349,425.00 |

B. The Agency shall pay Contractor a total fee of $1,375.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Momentum Recycling in Broomfield, Colorado.

C. The Agency shall pay Contractor a total fee of $1,650.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

D. Contractor shall be responsible for payment of gross receipts taxes imposed by the State of New Mexico on the sums payable under this Agreement.

E. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

F. Detailed invoices containing reimbursement expenses, if any, shall be itemized.

**2. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on March 15, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for Services codified in NMSA 1978 §13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**3. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____

JoAnne Vigil Coppler Date:
Chair, Joint Powers Board

**ATTEST:**

_____ _____

Kristine Bustos-Mihelcic Date
Santa Fe City Clerk

**CONTRACTOR:**

_____ _____

Tony Lovato Date
Owner/Manager
Pro-Motion Transportation, LLC

**APPROVED AS TO FORM:**

_____ _____

Nancy R. Long Date:
Agency Attorney

## EXHIBIT A

## Scope of Services

## EXHIBIT A

The parties agree as follows as to the services to be delivered under this Agreement:

- When requested by the Agency, Contractor shall transport glass bottles ("glass") to Momentum Recycling located in Broomfield, Colorado or Strategic Materials in Phoenix, Arizona.

- The Agency shall load glass onto Contractor's end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.

- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency scale facilities shall also serve as recordkeeping for loads and material quantities delivered to Momentum Recycling and Strategic Materials.

- The Agency shall pay Contractor a total of $1,375.00, inclusive of all taxes, for each load transported to Momentum Recycling.

- The Agency shall pay Contractor a total of $1,650.00, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to Momentum Recycling and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.

- Contractor's staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to Momentum Recycling and Strategic Materials.

- Contractor shall use the Agency's BOLs (bill of ladings) as shipping paper to Momentum Recycling and Strategic Materials. Contractor shall return the associated scale tickets from Momentum Recycling and Strategic Materials to the Agency. Each scale ticket shall have an Agency's BOL number.

- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to Momentum Recycling and Strategic Materials. These licenses permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.

Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying the Momentum Recycling and Strategic Materials' scale tickets.

**ATTACHMENT 2**

**Services Agreement – Amendment No. 2**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**AMENDMENT No. 2**
**SERVICES AGREEMENT**
**PRO-MOTION TRANSPORTATION, LLC**
**(Glass Hauling Services - 2018)**

This AMENDMENT No. 2 (the "Amendment") to the SERVICES AGREEMENT, dated March 15, 2018 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide hauling services of glass bottle material from the Buckman Road Recycling and Transfer Station to Momentum Recycling in Broomfield, CO, and to Strategic Materials in Phoenix, AZ, (RFB No. '18/09/B).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Eighty-Two Thousand Eight Hundred Seventy-Five Dollars and No Cents ($82,875.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred Eighty-Nine Thousand Four Hundred Twenty-Five Dollars and No Cents ($289,425.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Work.

SFC CLERK RECORDED 05/25/2018

| DESCRIPTION | AMOUNT |
|---|---|
| ORIGINAL CONTRACT | $127,500.00 |
| AMENDMENT NO. 1 | $79,050.00 |
| AMENDMENT NO. 2 | $82,875.00 |
| CONTRACT TO DATE | $289,425.00 |

B. Contractor shall be responsible for payment of gross receipts taxes imposed by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

**2. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on March 15, 2021, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for Services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

**3. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SFC CLERK RECORDED 03/25/2020

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Anna Hansen 3/30/2020

Anna Hansen
Chair, Joint Powers Board

Date:

**ATTEST:**

Geraldine Salazar April 21, 2020

Geraldine Salazar
Santa Fe County Clerk

Date

**CONTRACTOR:**

Tony Lovato 4-15-2020

Tony Lovato
Owner/Manager
Pro-Motion Transportation, LLC

Date

**APPROVED AS TO FORM:**

Nancy R Long 3-20-2020

Nancy R. Long
Agency Attorney

Date:

SFC CLERK RECORDED 04/22/2020

**ATTACHMENT 3**

**Services Agreement – Amendment No. 1**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**AMENDMENT No. 1**
**SERVICES AGREEMENT**
**PRO-MOTION TRANSPORTATION, LLC**
**(Glass Hauling Services - 2018)**

This AMENDMENT No. 1 (the "Amendment") to the SERVICES AGREEMENT, dated March 15, 2018 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Pro-Motion Transportation, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide hauling services of glass bottle material from the Buckman Road Recycling and Transfer Station to Rocky Mountain Bottle Company in Wheat Ridge, CO, and to Strategic Materials in Phoenix, AZ, (RFB No. '18/09/B).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

1. **SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to change the location of the hauling services and recipient of the glass bottle material in Colorado from Rocky Mountain Bottle Company in Wheat Ridge, CO to Momentum Recycling in Broomfield, CO as described in the Scope of Services attached hereto as Exhibit A.

2. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Seventy-Nine Thousand Fifty Dollars and No Cents ($79,050.00) so

that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Hundred Six Thousand Five Hundred Fifty Dollars and No Cents ($206,550.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Work attached hereto as Exhibit A.

| DESCRIPTION | AMOUNT |
|---|---|
| ORIGINAL CONTRACT | $127,500.00 |
| AMENDMENT NO. 1 | $79,050.00 |
| CONTRACT TO DATE | $206,550.00 |

B. Contractor shall be responsible for payment of gross receipts taxes by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

**3. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on March 15, 2020, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for Services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed

upon by the Agency and Contractor.

4. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Anna Hamilton — 3/21/19
Anna Hamilton
Chair, Joint Powers Board
Date:

COUNTY CLERK SANTA FE COUNTY NEW MEXICO GERALDINE SALAZAR

**ATTEST:**

Geraldine Salazar — 3-28-2019
Geraldine Salazar
Santa Fe County Clerk
Date

**CONTRACTOR:**

Tony Lovato — 3-26-19
Tony Lovato
Owner
Pro-Motion Transportation, LLC
Date

**APPROVED AS TO FORM:**

Nancy R. Long — 3-21-19
Nancy R. Long
Agency Attorney
Date:

## EXHIBIT A

Scope of Services
for
Contractor

## EXHIBIT A

The parties agree as follows as to the services to be delivered under this Agreement:

- When requested by the Agency, Contractor shall transport glass bottles ("glass") to Momentum Recycling located in Broomfield, Colorado or Strategic Materials in Phoenix, Arizona.

- The Agency shall load glass onto Contractor's end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.

- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency scale facilities shall also serve as recordkeeping for loads and material quantities delivered to Momentum Recycling and Strategic Materials.

- The Agency shall pay Contractor a total of $1,275.00, inclusive of all taxes, for each load transported to Momentum Recycling.

- The Agency shall pay Contractor a total of $1,650.00, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to Momentum Recycling and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.

- Contractor's staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to Momentum Recycling and Strategic Materials.

- Contractor shall use the Agency's BOLs (bill of ladings) as shipping paper to Momentum Recycling and Strategic Materials. Contractor shall return the associated scale tickets from Momentum Recycling and Strategic Materials to the Agency. Each scale ticket shall have an Agency's BOL number.

- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to Momentum Recycling and Strategic Materials. These licenses permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.

- Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying the Momentum Recycling and Strategic Materials' scale tickets.

**ATTACHMENT 4**

**Services Agreement with Pro-Motion Transportation**

ITEM # 18-0277

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**SERVICES AGREEMENT WITH**
**PRO-MOTION TRANSPORTATION, LLC**
**(Glass Hauling Services - 2018)**

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Pro-Motion Transportation, LLC (the "Contractor") for the hauling services of glass bottles material from the Buckman Road Recycling and Transfer Station to MillerCoors Rocky Mountain Bottle Company in Wheat Ridge, CO, and to Strategic Materials in Phoenix, AZ, (RFB No. '18/09/B) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in RFB No. '18/09/B and all terms, specifications and conditions, contained therein and Contractor's response and cost of services submitted thereto, all of which is incorporated into this Agreement and attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Twenty-Seven Thousand Five Hundred Dollars and No Cents ($127,500.00).

B. The Agency shall pay Contractor a total fee of $1,275.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to MillerCoors Rocky Mountain Bottle Company in Wheat Ridge, Colorado.

C. The Agency shall pay Contractor a total fee of $1,650.00 per semi-trailer load, inclusive of all applicable taxes, for the transportation of glass delivered to Strategic Materials in Phoenix, Arizona.

D. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

## 4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

## 5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on

March 15, 2019, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. **TERMINATION**

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions of this Agreement

and to hold the Contractor liable for any excess costs associated with the Contractor's default. The rights and remedies of the Agency are not limited to those provided for in this Article and are in addition to any other rights provided for by law.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing construction services for the Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval.

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. **ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests

under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of $1,000,000 for each occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident.

## 13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

## 14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

## 15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY:
Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR:
Tony Lovato
Pro-Motion Transportation, LLC
50 State Road 581
Espanola, NM 87532
Fax: N/A
Email: tomaslovato1960@gmail.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and

mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Michael Harris
Chairperson

3/15/18
Date:

**ATTEST:**

CITY OF SANTA FE INCORPORATED SEAL 1891 CO

Yolanda Y. Vigil
City of Santa Fe Clerk

**CONTRACTOR:**

Tony Lovato
Owner
Pro-Motion Transportation, LLC

3-20-18
Date:

**APPROVED AS TO FORM:**

for

Nancy R. Long
Agency Attorney

3-15-18
Date:

EXHIBIT A

Scope of Services
for
Contractor

The parties agree as follows as to the services to be delivered under this Agreement:

- When requested by the Agency, Contractor shall transport glass bottles ("glass") to the MillerCoors Rocky Mountain Bottle Company located in Wheat Ridge, Colorado or Strategic Materials in Phoenix, Arizona.

- The Agency shall load glass onto Contractor's end-dump trailers when the Agency has sufficient staff to operate its daily operations without interruption.

- The Agency shall act as scale master for all loads of glass. As such, the Agency retains the right to enforce weight limits as described herein. The Agency scale facilities shall also serve as recordkeeping for loads and material quantities delivered to MillerCoors Rocky Mountain Bottle Company and Strategic Materials.

- The Agency shall pay Contractor a total of $1,275.00, inclusive of all taxes, for each load transported to MillerCoors Rocky Mountain Bottle Company.

- The Agency shall pay Contractor a total of $1,650.00, inclusive of all taxes, for each load transported to Strategic Materials.

Contractor agrees to provide the following services:

- Contractor shall provide semi-trucks with end-dump trailers for the transportation of glass to MillerCoors Rocky Mountain Bottle Company and Strategic Materials. The maximum gross vehicle weight of a standard semi-truck and end-dump trailer combination is 80,000 pounds with approximately 46,000 pounds allocated for glass.

- Contractor's staff will be on site to ensure that the Agency has properly loaded the trailers with glass for the purposes of transporting the glass to MillerCoors Rocky Mountain Bottle Company and Strategic Materials.

- Contractor shall use the Agency's BOLs (bill of ladings) as shipping paper to MillerCoors Rocky Mountain Bottle Company and Strategic Materials. Contractor shall return the associated scale tickets from MillerCoors Rocky Mountain Bottle Company and Strategic Materials to the Agency. Each scale ticket shall have an Agency's BOL number.

- Contractor shall be responsible for maintaining all necessary licenses, permits and insurances for transporting glass to MillerCoors Rocky Mountain Bottle Company and Strategic Materials. These licenses, permits and insurances shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

- Contractor shall be responsible for maintaining proper working and safety conditions for its semi-trucks and end-dump trailers. Contractor agrees to hold the Agency harmless for all fines from federal, state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under

this Agreement.

- Contractor shall submit to the Agency invoices with supporting backups including the Agency's BOLs accompanying with MillerCoors Rocky Mountain Bottle Company and Strategic Materials' scale tickets.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)
**Date:** March 11, 2021
**Subject:** Request for Approval of Amendment No. 3 to the Professional Services Agreement with NewGen Strategies and Solutions, LLC of Austin, TX, for Cost of Service Study for the Santa Fe Solid Waste Management Agency under Houston-Galveston Area Council (H-GAC) Contract No. HP10-17

## SUMMARY

The Agency is requesting the Board approve Amendment No. 3 to the Professional Services Agreement (Agreement) with NewGen Strategies and Solutions, LLC (NewGen) of Austin, TX, for a cost of service study.

The Amendment is for completing work related to the rate study report, performing the sensitivity analysis of recycling processing and landfill tipping fees that the Board requested, and attending two meetings through video conferencing.

The Amendment will increase the compensation by $11,564 for a total amount not to exceed $75,179.

Funding is available from line item 52501.510300 (Professional Services).

The cost of service study is a comprehensive financial assessment of the Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT) operations. The study includes a complete analysis of the rates necessary to recover the costs, recommended rates for the next five years, and any other recommendations related to the Agency.

## BACKGROUND

On August 16, 2018, the Board approved the Agreement with NewGen for a cost of service study for $54,942. The Agency negotiated with NewGen for a study utilizing the Houston-Galveston Area Council (H-GAC) Contract No. HP10-17. The Agency is a member of H-GAC, a cooperative purchasing organization that performs competitive bidding and proposal packages for local governments.

Amendment No. 1 extended the term of the Agreement with NewGen through August 19, 2019.

On August 3, 2020, the Board approved Amendment No. 2 to the Agreement for additional services to update the capital improvement plan and equipment replacement list, and to include the current recycling market condition and impact of the Covid-19 pandemic. Amendment 2 increased the compensation to the Agreement by $8,673 for a total amount not to exceed $63,615. The Amendment extended the term of the Agreement through August 16, 2021.

A cost of service study is recommended once every five years. Consultants NewGen and Louis Berger Group completed the last cost of service study in December 2014 as part of a Solid Waste Assessment and Management Study.

**ACTION REQUESTED**

The Agency requests approval of Amendment No. 3 to the Professional Services Agreement with NewGen.

The Agency also requests approval to increase the compensation of the Agreement by $11,564 for a total amount not to exceed $75,179.

Attachments:

1) Professional Services Agreement – Amendment No. 3
2) Professional Services Agreement – Amendment No. 2
3) Professional Services Agreement – Amendment No. 1
4) Professional Services Agreement with NewGen Strategies and Solutions

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**ATTACHMENT 1**

**Professional Services Agreement – Amendment No. 3**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**AMENDMENT No. 3**
**PROFESSIONAL SERVICES AGREEMENT**
**NEWGEN STRATEGIES AND SOLUTIONS**
**(Cost of Service Study - 2018)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 16, 2018 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and NewGen Strategies and Solutions, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to conduct a cost-of-service study for the Agency.

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to refine the cost of service study, perform a sensitivity analysis, and attend two Joint Powers Board meetings through video conferencing as described in Exhibit A attached hereto.

**2. COMPENSATION**

Article 3, Compensation of the Agreement is amended to increase the amount of compensation by a total of Eleven Thousand Five Hundred Sixty-Four Dollars and No Cents ($11,564.00) including applicable New Mexico Gross Receipts Tax, so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Seventy-Five Thousand One Hundred Seventy-Nine Dollars and No Cents ($75,179.00).

| DESCRIPTION | AMOUNT |
|---|---|
| ORIGINAL CONTRACT | $54,942.00 |
| AMENDMENT NO. 1 | $0.00 |
| AMENDMENT NO. 2 | $8,673.00 |
| AMENDMENT NO. 3 | $11,564.00 |
| CONTRACT TO DATE | $75,179.00 |

B. Contractor shall be responsible for payment of any applicable gross receipts taxes to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services in the attached Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

**3. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____

JoAnne Vigil Coppler Date:
Chairperson

**ATTEST:**

_____

Kristine Bustos-Mihelcic
Santa Fe City Clerk

**CONTRACTOR:**

_____ _____

David S. Yanke Date
President – Environmental Practice
NewGen Strategies and Solutions, LLC

**APPROVED AS TO FORM:**

_____ _____

Nancy R. Long Date:
Agency Attorney

## EXHIBIT A

## Scope of Services

NewGen Strategies & Solutions
8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
Phone: (512) 806-7713

# Memorandum

**To:** Mr. Randall Kippenbrock, Santa Fe Solid Waste Management Agency

**From:** Mr. Dave Yanke, NewGen Strategies and Solutions, LLC

**Date:** March 11, 2021

**Re:** Request for Additional Funds for Developing Alternative Scenarios (Amendment No. 3)

NewGen Strategies and Solutions, LLC (NewGen) appreciates the opportunity to continue assisting the Santa Fe Solid Waste Management Agency (Agency) in the conduct of a Municipal Solid Waste Cost of Service Study (Study). NewGen initially entered a contract, dated August 16, 2018, with the Agency to conduct the Study. NewGen was retained using the Houston-Galveston Area Council (H-GAC) Buy program contract which NewGen was awarded by H-GAC Buy (No. HP 10-17) in 2017. The initial budget for the Study was $52,400 ($54,942 with a 5.125% New Mexico GRT). Amendment No. 1 was issued in August 2019, extending the term of the contract (agreement) to August 16, 2020. On August 3, 2020, Amendment No. 2 was approved for $8,673 (inclusive of NMGRT) and extend the agreement to August 16, 2021. These additional funds were requested as the Study was initially undertaken in the fall of 2018 with the expectation that the Study would be completed within one year. However, due to the need to update the capital improvement plan, as well as economic changes (due to COVID-19 and volatility in the recyclables market) the Study has taken longer to complete than expected.

Amendment No. 3 is now being requested as NewGen was asked to update the financial assumptions after the Draft and Final Reports were issued, to reflect recent decreases in capital expenditures (which were reduced, to lower the amount of the landfill tipping fee increases over the five year forecast period). Approximately $6,400 in additional fees were incurred by NewGen during the completion of the financial changes in the excel based model, revisions to the Final Report, and final quality assurance review.

After the presentation on February 18, 2021, NewGen was requested to run an additional scenario and discuss it at the March 18, 2021 Joint Powers Board meeting. That work is currently underway.

## Fees

NewGen is respectfully requesting from the Agency an additional not-to-exceed **$11,564 ($11,000 in professional fees x 1.05125% NMGRT = $11,564), for a total of $75,179** to assist in completing the above described additional services, which will provide the Agency with a financial plan that will ensure the financial integrity of the Agency through FY 2025.

If the Agency has any questions, please feel free to call or email me at 512.649.1254 or dvanke@newgenstrategies.net. We value the opportunity to continue to work with the Agency and its staff. Thank you.

**ATTACHMENT 2**

**Professional Services Agreement – Amendment No. 2**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**AMENDMENT No. 2**
**PROFESSIONAL SERVICES AGREEMENT**
**NEWGEN STRATEGIES AND SOLUTIONS**
**(Cost of Service Study - 2018)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 16, 2018 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and NewGen Strategies and Solutions, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to conduct a cost of service study for the Agency.

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include additional compensation to update the capital improvement plan and equipment replacement list, and to include the current recycling market condition and impact of COVID-19 as described in Exhibit A attached hereto.

**2. TERM AND EFFECTIVE DATE**

Article 3, Compensation of the Agreement is amended to increase the amount of compensation by a total of Eight Thousand Six Hundred Seventy-Three Dollars and No Cents

($8,673.00) including applicable New Mexico Gross Receipts Tax, so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Sixty-Three Thousand Six Hundred Fifteen Dollars and No Cents ($63,615.00).

| DESCRIPTION | AMOUNT |
|---|---|
| ORIGINAL CONTRACT | $54,942.00 |
| AMENDMENT NO. 1 | $0.00 |
| AMENDMENT NO. 2 | $8,673.00 |
| CONTRACT TO DATE | $63,615.00 |

B. Contractor shall be responsible for payment of any applicable gross receipts taxes to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

**3. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 16, 2021, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including

all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

4. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Anna Hansen Aug 3 2020

Anna Hansen
Chairperson

Date:

**ATTEST:**

Geraldine Salazar

Geraldine Salazar
Santa Fe County Clerk

**CONTRACTOR:**

7/28/20

David S. Yanke
President – Environmental Practice
NewGen Strategies and Solutions, LLC

Date

**APPROVED AS TO FORM:**

Nancy R. Long 8-3-2020

Nancy R. Long
Agency Attorney

Date:

## EXHIBIT A

## Scope of Services

NewGen Strategies & Solutions

# Memorandum

8140 N Mopac Expy Bldg I, Ste 240
Austin, TX 78759
Phone: (512) 479-7900

**To:** Mr. Randall Kippenbrock, Santa Fe Solid Waste Management Agency

**From:** Mr. Dave Yanke, NewGen Strategies and Solutions, LLC

**Date:** July 8, 2020

**Re:** Request for Additional Funds to complete the Municipal Solid Waste Cost of Service Study

NewGen Strategies and Solutions, LLC (NewGen) appreciates the opportunity to continue assisting the Santa Fe Solid Waste Management Agency (Agency) in the conduct of a Municipal Solid Waste Cost of Service Study (Study). NewGen initially entered a contract, dated August 16, 2018, with the Agency to conduct the Study. NewGen was retained using the Houston-Galveston Area Council (H-GAC) Buy program contract which NewGen was awarded by H-GAC Buy (No. HP 10-17) in 2017. The initial budget for the Study was $52,400 ($54,942 with a 5.125% New Mexico GRT).

**NewGen is requesting an additional $8,673 to complete this work ($8,250 in professional fees x 1.05125% NMGRT = $8,673).** These additional funds are requested as the Study was initially undertaken in the fall of 2018 with the expectation that the Study would be completed within a year. However, due to the need to update the capital improvement plan, as well as economic changes (due to COVID-19 and volatility in the recyclables market) the Study has taken longer to complete than expected, with an estimated completion of the Study in August 2020, and final presentation to the Joint Powers Board at the September 17, 2020 board meeting.

## Fees

NewGen is respectfully requesting from the Agency an **additional not-to-exceed $8,673** to assist in completing the Study, which will provide the Agency with a financial plan that will ensure the financial integrity of the Agency through FY 2025.

If the Agency finds the additional funding request to be acceptable, please sign below and retain one copy for the Agency's files and return one via email to Dave Yanke at dyanke@newgenstrategies.net. Thank you.

**Santa Fe Solid Waste Management Agency**

Name

Title

Signature

Date

**ATTACHMENT 3**

**Professional Services Agreement – Amendment No. 1**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**AMENDMENT No. 1**
**PROFESSIONAL SERVICES AGREEMENT**
**NEWGEN STRATEGIES AND SOLUTIONS**
**(Cost of Service Study - 2018)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 16, 2018 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and NewGen Strategies and Solutions, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

## RECITALS

Under the terms of the Agreement, Contractor has agreed to conduct a cost of service study for the Agency.

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

## 1. TERM AND EFFECTIVE DATE

Article 5, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 5 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on August 16, 2020, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

2. **AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Randall Kippenbrock, P.E. — Date: 8/19/19
Executive Director

**CONTRACTOR:**

David S. Yanke — Date: 8/24/19
President – Environmental Practice
NewGen Strategies and Solutions, LLC

**APPROVED AS TO FORM:**

Nancy R. Long — Date: 8-19-19
Agency Attorney

**ATTACHMENT 4**

**Professional Services Agreement**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**
**PROFESSIONAL SERVICES AGREEMENT**
**NEWGEN STRATEGIES AND SOLUTIONS**
**(Cost of Service Study - 2018)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and NewGen Strategies and Solutions, LLC ("Contractor"), a Cost of Service Study for the Agency as described in Exhibit A and below. This Agreement shall be effective as of the date it is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.

B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself and its employees, agents, representatives and subcontractors.

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Fifty-Four Thousand Nine Hundred Forty-Two Dollars and No Cents ($54,942.00).

B. Contractor shall be responsible for payment of any applicable gross receipts taxes to the State of New Mexico on the sums payable under this Agreement.

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually

performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for The Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on August 16, 2019, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

A. The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

7. **STATUS OF CONTRACTOR; RESPONSIBILITY FOR PAYMENT OF EMPLOYEES AND SUBCONTRACTORS**

A. Contractor, its agents, and its employees are independent contractors performing professional services for The Agency and are not employees of the Agency.

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and shall not be permitted to use Agency vehicles in the performance of this Agreement.

C. Contractor shall be solely responsible for payment of wages, salaries, and benefits to any and all employees or subcontractors Contractor retains to perform any of its obligations pursuant to this Agreement.

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval unless that information becomes public through no fault of Contractor, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

9. **OWNERSHIP OF WRITTEN PRODUCTS**

A. All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of Agency

without restriction or limitation upon its use or dissemination by Agency. Contractor retains copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

B. Any reuse of reports, documents, or materials by Agency without written verification or adaptation by Contractor for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Contractor or to Contractor's subcontractors.

**10. CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

**11. ASSIGNMENT; SUBCONTRACTING**

Contractor shall not assign or transfer any rights, privileges, obligations or other interests under this Agreement, including any claims for money due, without the Agency's prior written consent. Contractor shall not subcontract any portion of the services to be performed under this Agreement without the Agency's prior written approval.

**12. RELEASE**

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

**13. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of $1,000,000 for each

occurrence and $2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than $1,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than $3,000,000 for each claim.

D. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

**14. INDEMNIFICATION**

Contractor shall indemnify and hold harmless the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by

Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

15. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

16. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

17. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

18. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

19. AMENDMENT

This Agreement shall not be altered, changed, or modified except by an amendment in writing executed by the parties.

20. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of Services attached hereto as Exhibit A. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

21. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

22. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

23. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E., Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** David S. Yanke
President – Environmental Practice
NewGen Strategies and Solutions, LLC
3420 Executive Center Drive, Suite 165
Austin, TX 78731
Fax: (512) 479-7905
Email: dyanke@newgenstrategies.net

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

24. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kick-backs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

Anna Hamilton
Chairperson

8/16/18
Date:

**ATTEST:**

Geraldine Salazar
Santa Fe County Clerk

**CONTRACTOR:**

David S. Yanke
President – Environmental Practice
NewGen Strategies and Solutions, LLC

8-24-18
Date

**APPROVED AS TO FORM:**

Nancy R. Long
Agency Attorney

8-16-18
Date:

EXHIBIT A

Scope of Services
for
Contractor

NewGen Strategies & Solutions
3420 Executive Center Drive
Suite 165
Austin, TX 78731
Phone: (512) 479-7900

# Memorandum

**To:** Mr. Randall Kippenbrock, Santa Fe Solid Waste Management Agency (SFSWMA)

**From:** Mr. Dave Yanke, NewGen Strategies and Solutions, LLC

**Date:** August 8, 2018

**Re:** Proposed Scope of Services – Cost of Service Study

NewGen Strategies and Solutions, LLC (NewGen) is pleased to offer our services to the Santa Fe Solid Waste Management Agency (SFSWMA or the Agency) to assist in the conduct of a Cost of Service Study (Study) for the Agency. The following proposal describes the scope of services, overall cost of our services and proposed timeline to perform the Study.

**NewGen is an approved vendor through the H-GAC Buy program under Contract No. HP10-17.**

## Scope of Services

The scope of services described below presents NewGen's proposed approach to completing the Study for SFSWMA. Our approach provides a framework for data gathering, analysis, and communication of findings and recommendations for the Study. We have used this approach successfully on behalf of numerous other clients and believe it is well suited to assist the Agency in the evaluation of its solid waste finances, as well as rate options.

We remain open to modifying our approach upon further discussion with the Agency if it will better meet budgetary or project needs. We welcome the opportunity to meet with Agency staff to further refine any or all of the scope as necessary.

### Conduct a Solid Waste Cost of Service Study

### Task 1: Project Initiation and Data Gathering

#### Preliminary Data Request

After Notice to Proceed for the Study, the project team will provide the Agency with a preliminary data request that encompasses data needs for completing the Study. The data request will itemize information needed for understanding the financial and operating characteristics and cost drivers of the solid waste utility. At a minimum, the following information will be required:

- Current rate ordinance
- Current and past budgets
- Audited financial statements
- Capital improvement projects

- Equipment replacement
- Tonnage information

### On-Site Kick-Off Meeting

NewGen will conduct an on-site kick-off meeting with all relevant Agency staff. The meeting will be designed to accomplish several objectives, including:

- Introduce members of the NewGen project team
- Develop a further understanding of what is driving the Study
- Offer an opportunity to have preliminary discussion of key issues that may arise

We expect the kick-off meeting to last approximately two to three hours. NewGen will provide copies of the agenda and any handouts.

## Task 2: Conduct a Cost of Service Analysis

The goal of this step will be to document the full cost of the Agency's various solid waste services and to allocate these costs to the appropriate cost centers.

As part of this step, the project team will:

- Review current and historical financial data collected as part of Task 1
- Summarize the current solid waste fees
- Develop a revenue requirement for a "Test Year" (most likely based on the FY 2019 SFSWMA budget), which will include, but will not be limited to, the following types of costs:
  - Operational and maintenance
  - Administrative overhead
  - Debt service and cash capital outlays
- Work with the Agency to clarify the cost centers
  - Cost centers are unique service activities and we would assume to utilize the cost centers identified during the last cost of service study, but they may be modified if services provided by the Agency have changed
  - Calculate the cost of service

For equipment and personnel that serve more than one function, we will assist the Agency staff in the development of an appropriate strategy to allocate those costs among the programs being evaluated. It will be imperative to work closely with financial and operational personnel during the cost allocation process to ensure that all direct and indirect costs are apportioned in an appropriate and meaningful way among the programs being evaluated.

## Task 3: Forecast the Cost of Service Analysis

In addition to calculating the cost of service for the Test Year, NewGen will project the cost of service for a five-year timeframe and will allocate these costs to the appropriate cost centers. This forecast will show the effects of growth on solid waste costs. Within this step, NewGen will:

- Develop a five-year revenue requirement, which will include the following factors:
  - Growth in customers and/or disposal tonnages
  - Changes in operations and maintenance expenses, including staffing
  - Projected capital expenditures
  - Inflation factors (e.g., salary increases, fuel, health insurance, etc.)
  - Projected debt service (if any)
- Allocate the costs in the five-year revenue requirement to the appropriate cost centers
- Allocate cost centers to customer classes
- Determine billing units
- Calculate the cost of service over the forecast

## Task 4: Conduct a Revenue Stream Analysis and Design Rates

This step will include two primary objectives: (1) to determine current revenue generated from solid waste utility operations; and (2) to update the fee structure so that it will be sufficient to recover the cost of service.

### Determine Current Revenue Generated

NewGen will evaluate the revenue currently generated by the current fee structure. We will assess the overall revenue requirement compared to revenue generated under the current fee structure and rates. We will independently estimate how much revenue should be generated by the current billing units to estimate whether any under-recovering is occurring. This analysis will provide the Agency with an understanding of how current rates are either over- or under-recovering compared to the cost of service.

### Calculate Fees

NewGen will calculate solid waste rates and fees to be recovered by the Agency for the next five years based on NewGen's recommended fee structure. In calculating these rates, NewGen will address changes needed to provide revenue security and maintain the financial integrity of the solid waste utility for the next five years. Costs to be recovered within the rates will include:

- Current and future operations and maintenance costs associated with all refuse and recycling services
- Current and future disposal costs
- Current and future overhead costs

- Current and future cash capital outlay costs
- Current and future debt service costs (if any)

NewGen will consider the effect that projected growth will have on rates, both as it relates to increased total system costs and the allocation of these costs.

### Task 5: Report Preparation

Based on the work completed during Tasks 1 through 4, NewGen will prepare a draft report summarizing our findings, as well as a detailed summary of the cost/rate analysis. A draft report will be provided to the Agency for review and comment. Comments received from the Agency will be incorporated, as appropriate, and a final report will be delivered. The final report will describe the methodologies used to develop the cost of service, a complete analysis of the rates necessary to recover the costs, all recommended rates, and any other recommendations relating to the solid waste utility.

### Task 6: Meetings

NewGen assumes the conduct of three meetings on-site during the course of this Study. One would occur at the Kick-off Meeting, the second meeting would occur during the course of the Study to discuss preliminary findings and recommendations, and finally a presentation to the Joint Powers Board.

Additional meetings beyond those three would be a fixed fee of $2,500 each (inclusive of travel expenses and professional fees).

## Budget and Project Timing

NewGen will commit to complete this Study at a not-to-exceed price of $54,942, as shown in the table below.

Project Budget by Task

| Task | Dave Yanke | Stephanie Crain | Paul Sommerdorf | Total |
|---|---|---|---|---|
| Bill Rate | $265 | $165 | $120 | |
| Task 1: Project Initiation and Data Gathering | 8 | 8 | 4 | 20 |
| Task 2: Conduct a Cost of Service Analysis | 12 | 12 | 60 | 84 |
| Task 3: Forecast the Cost of Service Analysis | 8 | 8 | 60 | 76 |
| Task 4: Conduct a Revenue Stream Analysis and Design Rates | 4 | 12 | 24 | 40 |
| Task 5: Report Preparation | 8 | 12 | 32 | 52 |
| Task 6: Meetings | 24 | 12 | 4 | 40 |
| Total Hours | 64 | 64 | 184 | 312 |
| Labor Dollars | $16,960 | $10,560 | $22,080 | $49,600 |
| | | | Travel Expenses | 2,800 |
| | | | | $52,400 |
| | | | New Mexico GRT ($49,600 x 5.125%) | 2,542 |
| | | | | $54,942 |

Timing for this project will be contingent upon approval of the scope of services, as provided, and the availability of data necessary to complete the analyses. NewGen would expect to issue the final report within 90 - 120 days of undertaking the Study, assuming timely responses to data and information requests.

NewGen appreciates the opportunity to work with the SFSWMA on this engagement. If you have any questions concerning this proposal letter, please contact me at (512) 649-1254.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board
**From:** Randall Kippenbrock, P.E., Executive Director
**Date:** March 11, 2021
**Subject:** Request for Approval of Resolution 2021-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency

## SUMMARY

The proposed Resolution 2021- _____ rescinds Resolution 2020-1 related to the New Mexico Open Meetings Act and adopts annual notice requirements for 2021.

The Open Meetings Act requires a public body to "determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body" [NMSA 1978, § 10-15-l (D)].

The resolution also adds languages for public emergency health provisions to hold meetings virtually, and updates the agenda posting information for Santa Fe County.

## ACTION REQUESTED

The Agency recommends approval of Resolution 2021-____.

Attachments:

1) Resolution 2021 - ____. A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.
2) Redline Version of Resolution 2021-1.

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**ATTACHMENT 1**

**Resolution 2021-1**
**A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency**

# SANTA FE SOLID WASTE MANAGEMENT AGENCY

## RESOLUTION NO. 2021-1

## A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

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**WHEREAS**, NMSA 1978, § 10-15-1 *et seq.*, as amended, known as the Open Meetings Act, provides in part that the formulation of public policy or the conduct of business by vote shall not be conducted in closed meetings, and that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

**WHEREAS**, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public of its meetings as required by the Open Meetings Act and that the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body; and

**WHEREAS**, on March 11, 2020, Governor Michelle Lujan Grisham issued Executive Order No. 2020-004 declaring a public health emergency due to the spread of COVID19 in New Mexico, after which time, the Governor and the Department of Health issued additional executive

orders limiting gatherings, closing state buildings, directing residents to stay at home, and other measures to reduce in-person contact and transmission of the coronavirus; and

**WHEREAS**, the New Mexico Attorney General provided guidance to public entities regarding their ongoing obligations to comply with the Open Meetings Act during the state of public health emergency in New Mexico; and

**WHEREAS**, the Santa Fe Solid Waste Management Agency Joint Powers Board (the "Board") will participate in meetings virtually via videoconferencing, teleconferencing, or similar technology when advisable due to the public health emergency; and

**WHEREAS**, the Santa Fe Solid Waste Management Agency (the "Agency") will include information on the agendas on how members of the public can listen and participate in meetings remotely; and

**WHEREAS**, the Agency now desires to adopt this Open Meetings Act Resolution in compliance with the Act's requirement for annual determination of reasonable notice for meetings of the Agency.

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:**

1. Regular, Special and Emergency Meetings shall be held as follows:

   a. Regular Meetings: Regular meetings shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the Board held for the purpose of taking any action within the authority of the Board. A notice shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Complex and the Santa Fe City Clerk's Office at least seven (7) days prior to the

public meeting, and notice shall be published in a newspaper of general circulation at least seven (7) days before such a meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

b. Special Meetings: Special meetings may be scheduled by the Chairperson or by a majority of the Board at such time and place as in the opinion of the Chairperson or a majority of the Board a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Complex and Santa Fe City Clerk's office at least seventy-two (72) hours prior to the public meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County or to protect the Agency from substantial financial loss if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Complex and Santa Fe City Clerk's office at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as

possible under the circumstances. Notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.

d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting the agenda shall be made available at the Santa Fe County Administration Complex, 100 Catron Street and the Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico, and shall be posted on the Agency's website at www.sfswma.org. Board members shall have the right to have matters placed on the agenda at their request.

e. Public Health Emergency Provisions: Notwithstanding any other provision of this Resolution, meeting locations, in-person meetings, posting requirements and any other deviation deemed necessary or advisable due to any public health emergency or conditions, including any emergency as may be declared by the WHO and/or the New Mexico Department of Health or other public health authority, may be made, while taking into account any guidance provided by the New Mexico Attorney General's Office for public meetings during public health emergencies. Specifically, Board members may participate remotely in meetings by conference

telephone, video platforms or other similar communications equipment provided that means are provided to allow for the public to hear and/or view the Board meeting. Additionally, the Board Chair has the authority to take the following actions: (i) exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting either by telephone or video means; or (ii) cancel any meeting prior to commencement of such meeting to preserve the public health, safety and welfare.

2. **BE IT FURTHER RESOLVED,** that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the Santa Fe County Administration Complex or the Santa Fe City Clerk's Office. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

3. **BE IT FURTHER RESOLVED,** that a member of the Board may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

4. **BE IT FURTHER RESOLVED,** that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

5. **BE IT FURTHER RESOLVED,** that Resolution 2020-1 is hereby rescinded.

**PASSED, APPROVED, AND ADOPTED this 18th day of March 2021.**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____

JoAnne Vigil Coppler
Chair, Joint Powers Board

Date:

**ATTEST:**

_____ _____

Kristine Bustos-Mihelcic
Santa Fe City Clerk

Date

**APPROVED AS TO FORM:**

_____ _____

Nancy R. Long
Agency Attorney

Date:

**ATTACHMENT 1**

**Redline Version of Resolution 2021-1**

# SANTA FE SOLID WASTE MANAGEMENT AGENCY

## RESOLUTION NO. 2021-1

## A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

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**WHEREAS**, NMSA 1978, § 10-15-1 *et seq.*, as amended, known as the Open Meetings Act, provides in part that the formulation of public policy or the conduct of business by vote shall not be conducted in closed meetings, and that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

**WHEREAS**, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public of its meetings as required by the Open Meetings Act and that the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body; and

WHEREAS, on March 11, 2020, Governor Michelle Lujan Grisham issued Executive Order No. 2020-004 declaring a public health emergency due to the spread of COVID19 in New Mexico, after which time, the Governor and the Department of Health issued additional executive

orders limiting gatherings, closing state buildings, directing residents to stay at home, and other measures to reduce in-person contact and transmission of the coronavirus; and

WHEREAS, the New Mexico Attorney General provided guidance to public entities regarding their ongoing obligations to comply with the Open Meetings Act during the state of public health emergency in New Mexico; and

WHEREAS, the Santa Fe Solid Waste Management Agency Joint Powers Board (the "Board") will participate in meetings virtually via videoconferencing, teleconferencing, or similar technology when advisable due to the public health emergency; and

WHEREAS, the Santa Fe Solid Waste Management Agency (the "Agency") will include information on the agendas on how members of the public can listen and participate in meetings remotely; and

**WHEREAS**, the Agency now desires to adopt this Open Meetings Act Resolution in compliance with the Act's requirement for annual determination of reasonable notice for meetings of the Agency.

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE MANAGEMENT AGENCY THAT:**

**1.** Regular, Special and Emergency Meetings shall be held as follows:

a. Regular Meetings: Regular meetings shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the Board held for the purpose of taking any action within the authority of the Board. A notice shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Complex and the Santa Fe City Clerk's Office at least seven (7) days prior to the

public meeting, and notice shall be published in a newspaper of general circulation at least seven (7) days before such a meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

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c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County or to protect the Agency from substantial financial loss if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Complex and Santa Fe City Clerk's office at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as

possible under the circumstances. Notice for emergency meetings shall include an agenda for the meeting or information on how the public may obtain a copy of the agenda. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.

d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting the agenda shall be made available at the Santa Fe County Administration Complex, 100 Catron Street and the Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico, and shall be posted on the Agency's website at www.sfswma.org. Board members shall have the right to have matters placed on the agenda at their request.

~~d.~~e. Public Health Emergency Provisions: Notwithstanding any other provision of this Resolution, meeting locations, in-person meetings, posting requirements and any other deviation deemed necessary or advisable due to any public health emergency or conditions, including any emergency as may be declared by the WHO and/or the New Mexico Department of Health or other public health authority, may be made, while taking into account any guidance provided by the New Mexico Attorney General's Office for public meetings during public health emergencies. Specifically, Board members may participate remotely in meetings by conference

telephone, video platforms or other similar communications equipment provided that means are provided to allow for the public to hear and/or view the Board meeting. Additionally, the Board Chair has the authority to take the following actions: (i) exclude or limit the public from in-person attendance at meetings, provided that the public may witness the meeting either by telephone or video means; or (ii) cancel any meeting prior to commencement of such meeting to preserve the public health, safety and welfare.

2. **BE IT FURTHER RESOLVED,** that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the Santa Fe County Administration Complex or Santa Fe City Clerk's Office. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

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4. **BE IT FURTHER RESOLVED,** that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

5. **BE IT FURTHER RESOLVED,** that Resolution 2020-1is hereby rescinded.

**PASSED, APPROVED, AND ADOPTED this 18th day of March 2021.**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

_____ _____

JoAnne Vigil Coppler Date:
Chair, Joint Powers Board

**ATTEST:**

_____ _____

Kristine Bustos-Mihelcic Date
Santa Fe City Clerk

**APPROVED AS TO FORM:**

_____ _____

Nancy R. Long Date:
Agency Attorney

# MEMORANDUM

**To:** SFSWMA Joint Powers Board
**From:** Randall Kippenbrock, P.E., Executive Director RLK
**Date:** March 15, 2021
**Subject:** Presentation, Discussion and Possible Action Regarding the Processing and Tipping Fee Sensitivity Analysis for the Municipal Solid Waste Cost of Service and Rate Design Study

**SUMMARY**

David Yanke with NewGen Strategies and Solutions (NewGen) of Austin, TX, will present the results in the attached March 11, 2021 memorandum regarding the processing and tipping fee sensitivity analysis for the Municipal Solid Waste Cost of Service and Rate Design Study (Study).

At the February 18, 2021 Board meeting, NewGen presented the Study that included recommended rates for the solid waste tipping fees and the incoming recyclables processing fees, beginning FY 2022. The Board requested an impact analysis on the landfill tipping fees if the incoming recyclables processing fees were lowered by $10 per ton.

For the analysis, NewGen evaluated the impact under two scenarios:

1) decrease the processing fee by $10 per ton
2) decrease the processing fee by $25 per ton

<u>Impact to City Residential Customers</u>

- Scenario 1: A $10 decrease results in a 13 cent monthly decrease in residential fees
- Scenario 2: A $25 decrease results in a 33 cent monthly decrease in residential fees

<u>Impact to County Convenience Centers</u>

- Scenario 1: A $10 decrease results in a $3,738 decrease in fees for FY 2022
- Scenario 2: A $25 decrease results in a $9,345decrease in fees for FY 2022

It is important to remember that City residential and County convenience center fee decreases will be offset by increases to other City and County departments through increased tipping fees.

## BACKGROUND

As a baseline for the analysis, NewGen projected revenues using the proposed tipping and processing fees at the projected tonnages listed in the Study.

**Table 1. Projected Revenues**

| Description | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
|---|---|---|---|---|
| Landfill Tonnage | 170,354 | 172,058 | 173,777 | 175,513 |
| Landfill Tipping Fee per Ton[(1)] | $42.50 | $47.50 | $50.00 | $52.20 |
| Landfill Revenues | $7,240,045 | $8,172,755 | $8,688,850 | $9,214,433 |
| Recycling Tonnage | 9,345 | 9,438 | 9,533 | 9,628 |
| Processing Fee per Ton[(1)] | $150.00 | $160.00 | $170.00 | $180.00 |
| Processing Revenues | $1,401,750 | $1,510,080 | $1,620,610 | $1,733,040 |
| **Total Revenues** | **$8,641,975** | **$9,682,835** | **$10,309,460** | **$10,947,473** |

1. Excludes New Mexico Gross Receipts Tax.

For each scenario, NewGen decreased the processing fee and increased the tipping fee to generate the same total revenues reported in Table 1. In Scenario 1, the processing fee decreased by $10 per ton, which in turn increased the landfill tipping fee by $0.55 per ton.

**Table 2. Scenario 1: Decrease Processing Fee by $10 per Ton**

| Description | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
|---|---|---|---|---|
| Landfill Tonnage | 170,354 | 172,058 | 173,777 | 175,513 |
| Landfill Tipping Fee per Ton[(1)] | $43.05 | $48.05 | $50.55 | $53.05 |
| Landfill Revenues | $7,333,495 | $8,267,135 | $8,784,180 | $9,310,713 |
| Recycling Tonnage | 9,345 | 9,438 | 9,533 | 9,628 |
| Processing Fee per Ton[(1)] | $140.00 | $150.00 | $160.00 | $170.00 |
| Processing Revenues | $1,308,300 | $1,415,700 | $1,525,280 | $1,636,760 |
| **Total Revenues** | **$8,641,975** | **$9,682,835** | **$10,309,460** | **$10,947,473** |

1. Excludes New Mexico Gross Receipts Tax.

In Scenario 2, the processing fee decreased by $25 per ton, which in turn increased the landfill tipping fee by $1.37 per ton.

**Table 3. Scenario 2: Decrease Processing Fee by $25 per Ton**

| Description | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
|---|---|---|---|---|
| Landfill Tonnage | 170,354 | 172,058 | 173,777 | 175,513 |
| Landfill Tipping Fee per Ton[(1)] | $43.87 | $48.87 | $51.37 | $53.87 |
| Landfill Revenues | $7,473,670 | $8,408,705 | $8,927,175 | $9,455,133 |
| Recycling Tonnage | 9,345 | 9,438 | 9,533 | 9,628 |
| Processing Fee per Ton[(1)] | $125.00 | $135.00 | $145.00 | $155.00 |
| Processing Revenues | $1,168,125 | $1,247,130 | $1,382,285 | $1,492,340 |
| **Total Revenues** | **$8,641,975** | **$9,682,835** | **$10,309,460** | **$10,947,473** |

1. Excludes New Mexico Gross Receipts Tax.

Using the information from each scenario, NewGen calculated the impact to City of Santa Fe residential (household) customers. In Scenario 1, a $10 per ton decrease in processing fee results in a $0.13 per month savings per customer. In Scenario 2, a $25 per ton decrease in processing fee results in a $0.33 per month savings per customer.

**Table 4. Impact to the City of Santa Fe Residential Customers**

| Description | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
|---|---|---|---|---|
| Scenario 1: Decreasing $10 per Ton Total Residential Fee Decrease | $54,814 | $55,086 | $55,356 | $55,636 |
| Number of Residential Customers | 34,405 | 34,577 | 34,750 | 34,924 |
| Monthly Fee Decrease per Customer | $0.13 | $0.13 | $0.13 | $0.13 |
| Scenario 2: Decreasing $25 per Ton Total Residential Fee Decrease | $137,036 | $137,715 | $138,389 | $139,091 |
| Number of Residential Customers | 34,405 | 34,577 | 34,750 | 34,924 |
| Monthly Fee Decrease per Customer | $0.33 | $0.33 | $0.33 | $0.33 |

NewGen also calculated the impact to the Santa Fe County convenience centers for each scenario. In Scenario 1, a $10 per ton decrease in processing fee results in an average annual decrease of approximately $3,800. In Scenario 2, a $25 per ton decrease in processing fee results in an average annual decrease of approximately $9,450.

**Table 5. Impact to the Santa Fe County Convenience Centers**

| Description | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
|---|---|---|---|---|
| Scenario 1:<br>Decreasing $10 per Ton<br>Total Fee Decrease | $3,738 | $3,772 | $3,792 | $3,846 |
| Scenario 2:<br>Decreasing $25 per Ton<br>Total Fee Decrease | $9,345 | $9,424 | $9,481 | $9,615 |

## ACTION REQUESTED

The matter is before the Board for discussion and possible action on the sensitivity analysis by NewGen.

## ATTACHMENTS

1) NewGen Sensitivity Analysis Memorandum, dated March 11, 2021
2) NewGen Municipal Solid Waste Cost of Service and Rate Design Study, dated February 10, 2021.

M:/Memo/Memo031821.6.docx

**ATTACHMENT 1**

**NewGen Sensitivity Analysis Memorandum, dated March 11, 2021**

NewGen Strategies & Solutions
8140 North Mopac Expressway
Suite 1-240
Austin, TX 78759
Phone: (512) 806-7713

# Memorandum

**To:** Randall Kippenbrock, Executive Director, Santa Fe Solid Waste Management Agency (SFSWMA)

**From:** Dave Yanke, President, NewGen Strategies and Solutions, LLC

**Date:** March 11, 2021

**Re:** Processing and Tipping Fee Sensitivity Analysis

In February 2021, NewGen Strategies and Solutions, LLC (NewGen) issued a final cost of service and rate design study (Study) for the Santa Fe Solid Waste Management Agency (Agency). Included in the Study were recommended rates for the Agency's solid waste tipping fees, as well as the recommendation to begin charging a processing fee on all incoming recyclables, beginning in FY 2022. The recommended rates included in the Study are summarized below in Table 1.

**Table 1**
**Proposed Rates (per ton) from NewGen's 2021 Study**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Landfill Tip Fee[1] | $40.00 | $40.00 | $42.50 | $47.50 | $50.00 | $52.50 |
| Processing Fee[2] | N/A | N/A | $150.00 | $160.00 | $170.00 | $180.00 |

1. The tip fee is assessed for the following tonnage/customer types: construction and demolition, commercial solid waste, residential solid waste, and other miscellaneous waste (e.g., dead animals, sweeper, etc.). The tipping fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).
2. The processing fees reflected in this table exclude the New Mexico Gross Receipts Tax (GRT).

## Tipping and Processing Fees – Sensitivity Analysis

This memorandum evaluates the impact of using landfill tipping fees to subsidize the processing fees charged on all incoming recyclables. For the purposes of this analysis, NewGen has assumed that all incoming garbage is charged the landfill tipping fee.[1] Table 2 summarizes NewGen's sensitivity analysis by scenario, which evaluated the following:

- Scenario 1: Decreasing the processing fee by $10/ton will, on average, increase the landfill tipping fee by approximately $0.55/ton.
- Scenario 2: Decreasing the processing fee by $25/ton will, on average, increase the landfill tipping fee by approximately $1.37/ton.

[1] In reality, approximately 15% of all incoming landfill tonnage is collected through BuRRT, which charges an additional $10/ton (i.e., the current tipping fee at BuRRT is $50/ton).

*Please note that the sensitivity analysis evaluates impacts to the rates beginning in FY 2022, which aligns with the first year of recommended rate increases in the 2021 Study.*

**Table 2**
**Sensitivity Analysis**

| | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|
| **Total Tonnage** | | | | |
| Recycling | 9,345 | 9,438 | 9,533 | 9,628 |
| Refuse | 170,354 | 172,058 | 173,777 | 175,513 |
| ***Projected Revenues per NewGen's 2021 Study*** | | | | |
| **Processing Fee ($/Ton)[1]** | **$150.00** | **$160.00** | **$170.00** | **$180.00** |
| **Tipping Fee ($/Ton) [1]** | **$42.50** | **$47.50** | **$50.00** | **$52.50** |
| **Revenues** | | | | |
| Processing Fee Revenues | $1,401,750 | $1,510,080 | $1,620,610 | $1,733,040 |
| Tipping Fee Revenues | 7,240,045 | 8,172,755 | 8,688,850 | 9,214,433 |
| Total Revenues | **$8,641,795** | **$9,682,835** | **$10,309,460** | **$10,947,473** |
| ***Scenario 1: Decrease Processing Fee by $10/ton*** | | | | |
| **Processing Fee ($/Ton) [1]** | **$140.00** | **$150.00** | **$160.00** | **$170.00** |
| **Tipping Fee ($/Ton) [1,2]** | **$43.05** | **$48.05** | **$50.55** | **$53.05** |
| **Revenues** | | | | |
| Processing Fee Revenues | $1,308,300 | $1,415,700 | $1,525,280 | $1,636,760 |
| Tipping Fee Revenues | 7,333,495 | 8,267,135 | 8,784,180 | 9,310,713 |
| Total Revenues | **$8,641,795** | **$9,682,835** | **$10,309,460** | **$10,947,473** |
| ***Scenario 2: Decrease Processing Fee by $25/ton*** | | | | |
| **Processing Fee ($/Ton) [1]** | **$125.00** | **$135.00** | **$145.00** | **$155.00** |
| **Tipping Fee ($/Ton) [1]** | **$43.87** | **$48.87** | **$51.37** | **$53.87** |
| **Revenues** | | | | |
| Processing Fee Revenues | $1,168,125 | $1,274,130 | $1,382,285 | $1,492,340 |
| Tipping Fee Revenues | 7,473,670 | 8,408,705 | 8,927,175 | 9,455,133 |
| Total Revenues | **$8,641,795** | **$9,682,835** | **$10,309,460** | **$10,947,473** |

1. The fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).
2. This increased tipping fee is calculated by determining the amount the tipping fee must be increased to generate the same amount of total revenue ($8,641,795) due to the processing fee being decreased. **Example: In FY 2022, the tipping fee must be increased by $0.55/ton to $43.05/ton to generate total revenue of $8,641,795 (from processing and tipping fees).**

## Impact to the City of Santa Fe Residential Customers

In addition to evaluating the rate subsidization between the tipping and processing fees, NewGen also analyzed the overall impacts to the City of Santa Fe's costs. Table 3 summarizes the cost savings realized by the City of Santa Fe under the two scenarios outlined in Table 2, as compared to the recommended rate increases outlined in NewGen's 2021 Study.

**Table 3**
**Impact to the City of Santa Fe Residential Customers**

| | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|
| **Total Tonnage** | | | | |
| Mixed Residential Recycling Tonnage[1] | 6,862 | 6,896 | 6,930 | 6,965 |
| Residential Refuse Tonnage | 25,167 | 25,293 | 25,419 | 25,546 |
| ***Projected Fee Increase per NewGen's 2021 Study*** | | | | |
| Processing Fee ($/Ton)[2] | $150.00 | $160.00 | $170.00 | $180.00 |
| Tipping Fee ($/Ton)[2] | $42.50 | $47.50 | $50.00 | $52.50 |
| **Costs** | | | | |
| Processing Costs | $1,029,300 | $1,103,360 | $1,178,100 | $1,253,700 |
| Landfill Costs | 1,069,598 | 1,201,418 | 1,270,950 | 1,341,165 |
| **Total Estimated Costs** | **$2,098,898** | **$2,304,778** | **$2,449,050** | **$2,594,865** |
| ***Scenario 1: Decrease Processing Fee by $10/ton*** | | | | |
| Processing Fee ($/Ton)[2] | $140.00 | $150.00 | $160.00 | $170.00 |
| Tipping Fee ($/Ton)[2] | $43.05 | $48.05 | $50.55 | $53.05 |
| **Costs** | | | | |
| Processing Costs | $960,680 | $1,034,400 | $1,108,800 | $1,184,050 |
| Landfill Costs | 1,083,403 | 1,215,292 | 1,284,894 | 1,355,179 |
| Total Costs | **$2,044,083** | **$2,249,692** | **$2,393,694** | **$2,539,229** |
| Cost Savings[3] | **($54,814)** | **($55,086)** | **($55,356)** | **($55,636)** |
| Cumulative Cost Savings[3] | **($54,814)** | **($109,900)** | **($165,256)** | **($220,892)** |
| **Cost Savings per Customer** | | | | |
| Residential Customers | 34,405 | 34,577 | 34,750 | 34,924 |
| **Monthly Cost Savings per Customer[4]** | **($0.13)** | **($0.13)** | **($0.13)** | **($0.13)** |

| | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|
| ***Scenario 2: Decrease Processing Fee by $25/ton*** | | | | |
| Processing Fee ($/Ton) [2] | $125.00 | $135.00 | $145.00 | $155.00 |
| Tipping Fee ($/Ton) [2] | $43.87 | $48.87 | $51.37 | $53.87 |
| **Costs** | | | | |
| Processing Costs | $857,750 | $930,960 | $1,004,850 | $1,079,575 |
| Landfill Costs | 1,104,112 | 1,236,103 | 1,305,811 | 1,376,199 |
| Total Costs | **$1,961,862** | **$2,167,063** | **$2,310,661** | **$2,455,774** |
| Cost Savings[3] | **($137,036)** | **($137,715)** | **($138,389)** | **($139,091)** |
| Cumulative Cost Savings[3] | **($137,036)** | **($274,750)** | **($413,140)** | **($552,231)** |
| **Cost Savings per Customer** | | | | |
| Residential Customers | 34,405 | 34,577 | 34,750 | 34,924 |
| **Monthly Cost Savings per Customer** | **($0.33)** | **($0.33)** | **($0.33)** | **($0.33)** |

1. Includes mixed residential recycling collected on routes. Does not include glass recycling.
2. The fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).
3. Any minor arithmetic deviation is due to rounding.
4. Estimated annual cost savings per customer per month. Example: Estimated annual cost savings in FY 2022 = (54,814) / 34,405 customers / 12 months = ($0.13) in cost savings per residential customer per month.

The City of Santa Fe residential customers would realize approximately $55K in cost savings annually under the first scenario, in which the processing fee was decreased by $10/ton per year. Under the second scenario, the City of Santa Fe residential customers would realize approximately $137K annually in cost savings, in which the processing fee was decreased by $25/ton per year.

## Impact to the County of Santa Fe

In Table 4, NewGen analyzed the overall impacts to the County of Santa Fe's costs under the two scenarios identified in Table 2, as compared to the recommended rate increases outlined in NewGen's 2021 Study.

**Table 4**
**Impact to the County of Santa Fe Customers**

| | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|
| **Total Tonnage** | | | | |
| Recycling Tonnage[1] | 843 | 851 | 860 | 868 |
| Refuse Tonnage | 8,553 | 8,638 | 8,764 | 8,812 |
| ***Projected Fee Increase per NewGen's 2021 Study*** | | | | |
| Processing Fee ($/Ton)[2] | $150.00 | $160.00 | $170.00 | $180.00 |
| Tipping Fee ($/Ton)[2] | $42.50 | $47.50 | $50.00 | $52.50 |
| **Costs** | | | | |
| Processing Costs | $126,450 | $136,160 | $146,200 | $156,240 |
| Landfill Costs | 363,503 | 410,305 | 438,200 | 462,630 |
| **Total Estimated Costs** | **$489,953** | **$546,465** | **$584,400** | **$618,870** |
| ***Scenario 1: Decrease Processing Fee by $10/ton*** | | | | |
| Processing Fee ($/Ton)[2] | $140.00 | $150.00 | $160.00 | $170.00 |
| Tipping Fee ($/Ton)[2] | $43.05 | $48.05 | $50.55 | $53.05 |
| **Costs** | | | | |
| Processing Costs | $118,020 | $127,650 | $137,600 | $147,560 |
| Landfill Costs | 368,194 | 415,043 | 443,008 | 467464 |
| Total Costs | **$486,214** | **$542,693** | **$580,608** | **$615,024** |
| Cost Savings[3] | **($3,738)** | **($3,772)** | **($3,792)** | **($3,846)** |
| Cumulative Cost Savings[3] | **($3,738)** | **($7,510)** | **($11,302)** | **($15,148)** |
| ***Scenario 2: Decrease Processing Fee by $25/ton*** | | | | |
| Processing Fee ($/Ton)[2] | $125.00 | $135.00 | $145.00 | $155.00 |
| Tipping Fee ($/Ton)[2] | $43.87 | $48.87 | $51.37 | $53.87 |
| **Costs** | | | | |
| Processing Costs | $105,375 | $114,885 | $124,700 | $134,540 |
| Landfill Costs | 375,232 | 422,151 | 450,219 | 474,715 |
| Total Costs | **$480,607** | **$537,036** | **$574,919** | **$609,255** |
| Cost Savings[3] | **($9,345)** | **($9,429)** | **($9,481)** | **($9,615)** |
| Cumulative Cost Savings[3] | **($9,345)** | **($18,775)** | **($28,255)** | **($37,871)** |

1. Includes recycling collected at the Agency's convenience centers.
2. The fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).
3. Any minor arithmetic deviation is due to rounding.

The County of Santa Fe customers would realize between $3,738 and $3,846 in cost savings annually under the first scenario, in which the processing fee was decreased by $10/ton per year. Under the second scenario, the County of Santa Fe customers would realize between $9,345 and $9,615 annually in cost savings, in which the processing fee was decreased by $25/ton per year.

**ATTACHMENT 2**

**NewGen Municipal Solid Waste Cost of Service and Rate Design Study, dated February 10, 2021**

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FINAL REPORT | February 2021

SANTA FE SOLID WASTE MANAGEMENT AGENCY

# MUNICIPAL SOLID WASTE COST OF SERVICE AND RATE DESIGN STUDY

## Santa Fe Solid Waste Management Agency

PREPARED BY:

NewGen Strategies & Solutions

ECONOMICS STRATEGY STAKEHOLDERS SUSTAINABILITY www.newgenstrategies.net

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NewGen Strategies & Solutions

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Suite 1-240
Austin, TX 78759
Phone: (512) 806-7713

February 10, 2021
**via email to: rkippenbrock@sfswma.org**

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency (SFSWMA)
149 Wildlife Way
Santa Fe, New Mexico 87506

**Subject: Solid Waste Cost of Service and Rate Design Study – Final Report**

Dear Mr. Kippenbrock:

NewGen Strategies and Solutions, LLC (NewGen) is pleased to present the enclosed report regarding the Solid Waste Cost of Service and Rate Design Study (Study or Report) completed for the Santa Fe Solid Waste Management Agency (Agency).

NewGen was retained to conduct this Study with the purpose of providing the Agency with a comprehensive report that details the Agency's cost of providing solid waste services to its customers and provide guidance with regard to establishing cost of service based rates for the solid waste services provided by the Agency. The Study equitably allocates costs to the various services provided by the Agency to ensure the rate structures are fair and equitable to all customers.

NewGen would like to express its appreciation to the Agency staff who contributed to the development of this Report. We appreciate the time and effort taken by these individuals to provide information, input, and feedback over the period this Study was undertaken.

If there are any questions concerning the Report, please feel free to contact me by phone at (512) 649-1254 or email at dyanke@newgenstrategies.net.

Sincerely,

**NewGen Strategies and Solutions, LLC**

DocuSigned by:
David Yanke
CE5CFF5DD30B4CA...

Dave Yanke
President

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# EXECUTIVE SUMMARY

The Santa Fe Solid Waste Management Agency (Agency) retained NewGen Strategies and Solutions, LLC (NewGen) to conduct a Municipal Solid Waste Cost of Service and Rate Design (Study or Report) for the Agency. The Agency was created by means of a duly approved Joint Powers Agreement between the City of Santa Fe and Santa Fe County. The governing body of the Agency is a Board of Directors designated in accordance with the Joint Powers Agreement. The purpose of this Report is to determine the cost of providing solid waste services, equitably distribute the costs to the appropriate customer classes, and design rates to safeguard the financial integrity of the Agency.

The Agency owns and operates the Caja del Rio Landfill (Landfill), which received 166,996 tons of waste in FY 2020. Approximately 57 percent of disposal at this site is from residential and commercial collection services; 26 percent of disposal comes from construction and demolition waste; 14 percent of disposal comes from the Buckman Road Recycling & Transfer Station (BuRRT); the remaining 2 percent of disposal is related to sludge and other miscellaneous waste. Municipal solid waste (MSW) is currently growing at an annual rate of one-percent.

The Agency also owns and operates the Buckman Road Recycling & Transfer Station (BuRRT). In FY 2020, BuRRT received approximately 25,315 tons of MSW and 10,185 tons of single-stream recyclables. Based on discussions with staff, NewGen assumed a one-percent annual growth rate throughout the five-year forecast.

## Municipal Solid Waste Cost of Service Analysis

The purpose of a cost of service analysis is to determine the cost of providing solid waste services, equitably distribute the costs to the appropriate customer classes, and design rates to safeguard the financial integrity of the utility.

NewGen submitted a detailed data request to the Agency to collect historical and background information on operations and practices. The information requested included:

- Detailed Financial Reports and Budgets
- Solid Waste Policies and Ordinances
- Personnel Rosters
- Solid Waste and Recycling Tonnage Reports
- Fleet Inventory Operating Costs

NewGen also held numerous meetings with the Agency staff throughout the course of the project to discuss, plan, and finalize the cost of service analysis.

### Equipment & Capital Improvement Projects Funding

The revenue requirement incorporates funding for equipment replacements scheduled to occur during the FY 2021 – FY 2025 forecast. Currently, equipment is funded via cash funding (i.e., cash generated by user fees) and reserves. The Agency should closely monitor the age of their equipment/fleet and assess whether the current cash funding amounts for replacement are sufficient. Equipment replacement is currently the largest component the Agency's project funding, however the Agency also sets aside funding

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for capital improvement projects related to landfill gas collection, cell development, and other miscellaneous projects. Funding for equipment and capital improvement projects is summarized in Table ES-1.

**Table ES-1**
**Equipment and Capital Improvement Projects Funding**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Equipment Replacement | $825,000 | $1,000,000 | $2,000,000 | $2,500,000 | $3,000,000 |
| Landfill Gas Collection | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| Cell Development | 200,000 | 150,000 | - | - | - |
| Major Capital Improvement Projects | - | 100,000 | 100,000 | 50,000 | 50,000 |
| Total Cash Funding | $1,225,000 | $1,450,000 | $2,300,000 | $2,750,000 | $3,250,000 |

## Revenue Requirement

In developing the Test Year revenue requirement for the Agency, NewGen used the FY 2020 adopted budget as the basis for the Test Year. NewGen compared the FY 2020 budget to historical expenses for FY 2017, FY 2018, and FY 2019. Through this comparison and with input from Agency staff, NewGen made adjustments to ensure that the Test Year would reflect expenses that occur on a regular basis. In addition to developing the Test Year revenue requirement, NewGen forecast the annual revenue requirement for FY 2021 through FY 2025. In order to develop this forecast, NewGen projected how costs would change over the years due to a variety of different inflation factors.

NewGen developed rate recommendations for the revenue requirement forecast summarized below in Table ES-2.

**Table ES-2**
**Revenue Requirement by Service Category**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Caja del Rio Landfill** | | | | | |
| Disposal | $1,774,975 | $1,934,862 | $2,581,390 | $2,934,252 | $3,290,589 |
| Cell Development | 358,935 | 326,843 | 256,582 | 299,314 | 342,414 |
| Composting | 3,765 | 3,954 | 4,156 | 4,372 | 4,603 |
| Administration | 932,401 | 969,268 | 1,011,748 | 1,054,540 | 1,099,907 |
| Operation & Maintenance | 1,238,446 | 1,276,124 | 1,346,011 | 1,398,964 | 1,453,737 |
| **Total Caja del Rio Landfill[1]** | **$4,308,522** | **$4,511,051** | **$5,199,888** | **$5,691,442** | **$6,191,250** |
| **Buckman Road Recycling and Transfer Station (BuRRT)** | | | | | |
| Transfer Station | 885,219 | 1,013,302 | 1,149,246 | 1,200,837 | 1,292,555 |
| Material Recovery Facility | 1,006,556 | 1,063,567 | 1,142,966 | 1,181,687 | 1,233,569 |
| HHW Collection | 244,932 | 252,981 | 263,776 | 273,389 | 283,406 |

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**Table ES-2**
**Revenue Requirement by Service Category**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Green Waste Processing | 636,257 | 676,940 | 792,112 | 862,044 | 933,459 |
| Glass Recycling | 194,249 | 202,657 | 229,091 | 244,611 | 260,291 |
| White Goods | 26,794 | 28,341 | 31,029 | 33,168 | 35,412 |
| Tires | 86,143 | 88,371 | 90,684 | 93,087 | 95,586 |
| E-Waste | 64,942 | 66,917 | 69,659 | 72,043 | 74,514 |
| Administration | 277,177 | 284,862 | 297,144 | 306,985 | 317,085 |
| Operation & Maintenance | 1,099,653 | 1,141,268 | 1,204,581 | 1,258,654 | 1,315,172 |
| **Total BuRRT[1]** | **$4,521,923** | **$4,819,206** | **$5,270,288** | **$5,526,506** | **$5,841,050** |
| **Total Expenses[1]** | **$8,830,445** | **$9,330,257** | **$10,470,176** | **$11,217,947** | **$12,032,300** |
| **Revenue Offsets[2]** | | | | | |
| Mulch Sales | (3,800) | (3,800) | (3,800) | (3,800) | (3,800) |
| Sales – Basalt (Del Hur) | (131,000) | (131,000) | (131,000) | (131,000) | (131,000) |
| Sales – Glass | (40,000) | (40,000) | (40,000) | (40,000) | (40,000) |
| Uncovered Loads | (15,000) | (15,000) | (15,000) | (15,000) | (15,000) |
| Scrap Metal | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) |
| Miscellaneous Landfill Revenues | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| **Total Revenue Offsets** | **($318,200)** | **($318,200)** | **($318,200)** | **($318,200)** | **($318,200)** |
| **Net Revenue Requirement[1]** | **$8,512,245** | **$9,012,057** | **$10,151,976** | **$10,899,747** | **$11,714,100** |

1. Any minor arithmetic deviation is due to rounding.
2. Revenue offsets are applied to their corresponding service categories in Table 2-4 to calculate the net revenue requirement for each service. For instance, mulch sales revenues are applied to green waste processing expenses for a net revenue requirement of $943,039 (this excludes any indirect cost allocation, e.g. administration). As shown on Schedule 7.

## Rate Recommendations

Over the past eight years, the Agency has experienced increases in operation and maintenance costs while avoiding any rate increases at the landfill or BuRRT. In general, reserves have been utilized to manage annual under-recoveries, and with reserves being rapidly depleted, it is vital that the Agency implement rate increases in FY 2022. The last time the Agency increased rates was in FY 2012. Delaying rate increases, even by a year, will result in significant under-recoveries over the five-year forecast and the need to delay equipment replacements. NewGen recommends that the Agency implement rate increases beginning in FY 2022, which are further summarized in Table ES-3, Table ES-4, and Table ES-5.

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**Table ES-3**
**Proposed Landfill Rates (per ton)**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Tip Fee[1] | $40.00 | $40.00 | $42.50 | $47.50 | $50.00 | $52.50 |
| WWTP & WTP Sludge[1] | $40.00 | $40.00 | $52.50 | $57.50 | $60.00 | $62.50 |

1. The tip fee is assessed for the following tonnage/customer types: construction and demolition, commercial solid waste, residential solid waste, and other miscellaneous waste (e.g., dead animals, sweeper, etc.). The tipping fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).

Table ES-4 summarizes NewGen's proposed rates for waste brought to BuRRT.

**Table ES-4**
**Proposed BuRRT Rates**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Tip Fee (per ton) [1] | $50.00 | $50.00 | $52.50 | $57.50 | $60.00 | $62.50 |
| Vehicles <4500 lbs.[1] | $6.00 | $6.00 | $7.00 | $7.50 | $8.00 | $8.50 |
| Vehicles between 4500 lbs. and 5500 lbs. [1] | $9.00 | $9.00 | $10.00 | $10.50 | $11.00 | $11.50 |
| Vehicles between 5500 lbs. and 6500 lbs. [1] | $12.00 | $12.00 | $13.00 | $13.50 | $14.00 | $14.50 |

1. The tipping fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).

In addition to the recommended rate increases identified in Table ES-3 and Table ES-4, NewGen recommends that the Agency adopt the rate increases summarized in Table ES-5 for materials recycled at BuRRT.

**Table ES-5**
**Proposed Rates for Miscellaneous Services at BuRRT**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Glass (per ton) | $15.00 | $15.00 | $42.50 | $47.50 | $50.00 | $52.50 |
| Green Waste (per ton) | $20.00 | $20.00 | $42.50 | $47.50 | $50.00 | $52.50 |
| Tires | | | | | | |
| Price per Ton | $160.00 | $160.00 | $250.00 | $250.00 | $250.00 | $250.00 |
| T6 Tires (per Unit) | $6.00 | $6.00 | $8.00 | $8.00 | $8.00 | $8.00 |
| T2 Tires (per Unit) | $2.00 | $2.00 | $3.00 | $3.00 | $3.00 | $3.00 |

## Other Rate & Policy Recommendations

In addition to the proposed rate increases highlighted above, NewGen recommends that the Agency begin charging a processing fee on all incoming recyclables to support operations at the MRF. NewGen recommends that the Agency implement the processing fees summarized in Table ES-6 over the five-year planning horizon. The processing fee is projected to increase revenues for the Agency by approximately $1.4 million in FY 2022.

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**Table ES-6**
**Proposed Processing Fees**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Processing Fee (per ton) | N/A | N/A | $150.00 | $160.00 | $170.00 | $180.00 |

1. The processing fees reflected in this table exclude the New Mexico Gross Receipts Tax (GRT).

## Revenue Recovery from Proposed Rates

Table ES-7 shows the forecasted revenue recovery from proposed rates.

**Table ES-7**
**Revenue Recovery from Proposed Rates**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Revenue Requirement | $8,512,245 | $9,012,057 | $10,151,976 | $10,899,747 | $11,714,100 |
| Revenue from Rates | 7,021,001 | 9,165,241 | 10,214,850 | 10,859,259 | 11,515,591 |
| Over/(Under) Recovery[1] | ($1,491,244) | $153,183 | $62,874 | ($40,488) | ($198,509) |
| Cumulative Over/(Under) [1] | ($1,491,244) | ($1,338,061) | ($1,275,187) | ($1,315,675) | ($1,514,185) |

1. Any minor arithmetic deviation is due to rounding.

## Projected Reserve Balances

If the proposed rates are adopted in FY 2022, the reserve balance for FY 2025 is projected to end at approximately $2.8 million. However, NewGen performed a sensitivity analysis and assumed a scenario in which the proposed rates outlined above are delayed by a year and adopted in FY 2023. This scenario also assumes that a processing fee is not adopted during the five-year forecast. Under this scenario, a forecasted under-recovery of approximately $10.2 million is projected over the five-year forecast, which will deplete all unrestricted reserves and result in the need to eliminate scheduled capital expenditures and/or a reduction in operating costs. It is therefore necessary that the Agency seriously consider the adoption of NewGen's proposed rates to ensure the financial integrity of the Agency.

**Table ES-8**
**Projected Reserve Balances Under Proposed Rates Scenario**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Beginning Unrestricted Fund Balance[1] | $5,700,150 | $3,873,255 | $4,319,465 | $4,003,134 | $4,215,423 |
| Capital Contributions & Withdrawals | | | | | |
| Reserve Contributions[2] | 1,225,000 | 1,450,000 | 2,300,000 | 2,750,000 | 3,250,000 |
| Reserve Withdrawals[3] | (1,599,000) | (1,199,740) | (2,718,840) | (2,538,960) | (4,471,883) |
| Revenue Requirement Over/(Under) Recovery[4] | (1,491,244) | 153,183 | 62,874 | (40,488) | (198,509) |

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## Table ES-8
## Projected Reserve Balances Under Proposed Rates Scenario

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Interest Income[5] | 38,349 | 42,767 | 39,635 | 41,737 | 27,950 |
| **Total Ending Balance[6]** | **$3,873,255** | **$4,319,465** | **$4,003,134** | **$4,215,423** | **$2,822,981** |

1. Includes total balance for all unrestricted reserve funds (Equipment Replacement Reserve Fund, Landfill Gas Collection System Reserve Fund, Cell Development Reserve Fund, Capital Improvements Reserve Fund, Operating Account Reserve Fund, Emergency Cash Reserve Fund). Excludes Closure/Post-Closure Reserve Fund (FY 2021 Beginning Balance = $7,701,753).
2. Includes cash funding for equipment/vehicle replacement, as well as other capital improvement projects.
3. Includes costs associated with equipment/vehicle replacement and capital improvement projects.
4. See Over/(Under) Recovery in Table 3-6.
5. Analysis assumes interest income of 1.00% per year.
6. Any minor arithmetic deviation is due to rounding.

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# Section 1
# INTRODUCTION

The Santa Fe Solid Waste Management Agency (Agency) retained NewGen Strategies and Solutions, LLC, to conduct a Municipal Solid Waste Cost of Service and Rate Design Study (Study or Report) for the Agency. The Agency was created by means of a duly approved Joint Powers Agreement between the City of Santa Fe and Santa Fe County. The governing body of the Agency is a Board of Directors designated in accordance with the Joint Powers Agreement. The purpose of this Report is to determine the cost of providing solid waste services, equitably distribute the costs to the appropriate customer classes, and design rates to safeguard the financial integrity of the Agency.

This section of the Report describes the solid waste services provided by the Agency. For each of these services (also called service categories), NewGen identified a cost of providing each of these services.

## Current Solid Waste Services and Rates

Solid waste services provided by the Agency include the following:

### Landfill Services and Fees

The Caja del Rio Landfill (Landfill) is owned and operated by the Santa Fe Solid Waste Management Agency. The Landfill currently operates between 7:00 am and 5:00 pm, Monday through Saturday. Approximately 166,996 tons of waste were received at the Landfill in FY 2020 which is forecasted to grow to 175,513 tons by FY 2025. Approximately 57 percent of disposal at this site is from residential and commercial collection services; 26 percent of disposal comes from construction and demolition waste; 14 percent of disposal comes from the Buckman Road Recycling & Transfer Station (BuRRT); the remaining 2 percent of disposal is related to sludge and other miscellaneous waste. The current tipping fee ranges between $40.00 and $50.00 per ton, depending upon the type of customer and/or material being disposed.

- Caja del Rio Landfill Tipping Fees: $40.00 per ton[1]

### Buckman Road Recycling & Transfer Station (BuRRT)

The Agency also owns and operates the Buckman Road Recycling & Transfer Station (BuRRT). BuRRT currently operates between 8:00 am and 4:45 pm, Monday through Sunday, and includes both a material recovery facility (MRF) and a transfer station on site. BuRRT received approximately 25,315 tons of solid waste and an additional 10,185 tons of single-stream recyclables in FY 2020. The current tipping fees vary between customer and material type, which are outlined below.

- BuRRT Trash and Recycling Fees:
  - Disposal ($ per ton): $50.00 per ton

[1] Includes disposal for the following types of waste/customers at the Caja del Rio Landfill: Construction & Demolition, Commercial, Residential, Sludge, and other Miscellaneous (Dead Animals, Sweeper Waste, Items for Immediate Burial).

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- Vehicles less than 4,500 pounds: $6.00 per load
- Vehicles between 4,500 and 5,500 pounds: $9.00 per load
- Vehicles between 5,500 and 6,500 pounds: $12.00 per load
- Glass: $15.00 per ton
- Green Waste: $20.00 per ton
- Scrap Metal: $15.00 per ton
- Electronic Waste (E-Waste): $50.00 per ton
- Household Hazardous Waste (HHW): $50.00 per ton
- Tires:
  - Scrap Tires: $160.00 per ton
  - Passenger Car Tire: $2.00 per tire
  - Commercial Truck Tire: $6.00 per tire
- Freon Bearing Appliance (contains CFC's): $10.00 per unit
- Non-Freon Bearing Appliance (White Goods): $5.00 per unit

# Project Approach

The goal of a cost of service and rate design study is to determine the solid waste fees required to adequately recover the costs of providing services. NewGen developed a series of key tasks that provided the foundation for the conduct of the Study. The methodology is discussed in Section 2 of this Report. NewGen utilized the following sources of information regarding the Agency's current system and financial requirements.

## Data Request

NewGen submitted a detailed data request to the Agency to collect historical and background information on operations and practices. The information requested included:

- Detailed Financial Reports and Budgets
- Solid Waste Policies and Ordinances
- Personnel Rosters
- Solid Waste Tonnage Reports
- Fleet Inventory Operating Costs

## Project Meetings

NewGen held a kick-off meeting with Agency staff to initiate the Study. This meeting served as a forum to confirm the scope of services, discuss the data already collected, and finalize the solid waste and recycling service categories to be analyzed during the cost of service analysis.

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NewGen also held numerous meetings with the Agency staff throughout the course of the project to discuss, plan, and finalize the cost of service analysis.

## Terminology/Definition

The following terms are used throughout the Report and are therefore defined in this section.

- Direct Costs: Costs that are directly allocated to the following service categories: Disposal, Cell Development, Composting, Transfer Station, Material Recovery Facility (MRF), HHW, Green Waste Processing, Glass Recycling, White Goods, Tires, and E-Waste. Direct costs reflect wages, benefits, equipment purchases, repair, and fuel expenses that can be directly assigned to one of the service categories listed above.
- Indirect Costs: Costs that are not directly assigned to one of the service categories listed above. These costs are typically assigned to administrative and operation & maintenance overhead.
- Administrative Costs: Includes management personnel costs, office supplies, as well as professional and legal services.
- Operation and Maintenance Costs: Includes water and electric utility costs, buildings and grounds maintenance, and operation and safety supplies.

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# Section 2
# COST OF SERVICE ANALYSIS

This section describes the tasks involved in conducting the Municipal Solid Waste Cost of Service and Rate Design Study for the Agency. Before describing each of the tasks in detail, NewGen has provided below a brief overview of the overall cost of service analysis methodology. This section of the Report also quantifies the cost of service-based rates for solid waste services.

## Methodology Overview

This overview provides the background necessary to understand how data compiled in each task provides the information required to determine the cost of service and fees required to recover the cost of service.

- **Development of the "Test Year"** – The first task in conducting the cost of service analysis is the development of an annual revenue requirement for a Test Year. The revenue requirement represents the total revenue that the solid waste operation will need to recover during a year in order to fund all expenses incurred in providing solid waste services. NewGen worked with Agency staff to select a period (FY 2020) that reflected the typical operation of the solid waste system.
- **Development of the Revenue Requirement Forecast** – After developing the revenue requirement for the Test Year, NewGen worked with Agency staff to project changes in costs due to inflation, salary increases, new equipment, new customers, etc. This resulted in the five-year revenue requirement forecast. NewGen's cost of service and rate design forecast was focused on a five-year period (FY 2021 – FY 2025).
- **Allocation of Costs to Service Categories** – NewGen worked with Agency staff to assign and allocate costs to the appropriate service categories. The service categories represent the primary solid waste services provided by the Agency and are listed in this section of the Report, titled Allocation of Costs to Service Categories.
- **Allocation to Customer Classes –** NewGen grouped the service categories based on the customer classes that will recover each category's costs. The two primary classes include the Caja del Rio Landfill and the Buckman Road Recycling & Transfer Station (BuRRT).
- **Determination of Billing Units** – NewGen identified the appropriate billing units for each customer class. For example, the projected tonnage figures for FY 2021 – FY 2025 were used to calculate the cost per ton at the Caja del Rio Landfill.
- **Calculation of the Cost of Service** – NewGen distributed the costs for each service category across the appropriate number of billing units to determine the cost of service for each customer class.

## Development of the Revenue Requirement

### Selection of the Test Year

In developing the Test Year revenue requirement for the Agency, NewGen used the FY 2020 adopted budget as the basis for the Test Year. NewGen compared the FY 2020 adopted budget to historical expenses for FY 2017, FY 2018 and FY 2019. Through this comparison and with input from Agency staff,

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NewGen made adjustments to ensure that the Test Year would reflect expenses that occur on a regular basis. All adjustments to the FY 2020 adopted budget made in developing the Test Year are detailed in Appendix, Schedule 1.

## Development of the Revenue Requirement Forecast

In addition to developing the Test Year revenue requirement, NewGen forecast the annual revenue requirement for FY 2021 through FY 2025. In order to develop this forecast, NewGen projected how costs would change over the years due to a variety of different inflation factors. The assumptions used to develop the five-year forecast include the annual inflation factors shown in Table 2-1. These factors were developed based on NewGen's experience in the conduct of financial forecasts, along with input from Agency staff.

**Table 2-1**
**Inflation Factors**

| Inflation Factor | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Salary | 3.0% | 3.0% | 3.0% | 3.0% | 3.0% |
| Benefits | 9.0% | 9.0% | 9.0% | 9.0% | 9.0% |
| Fuel | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |
| Equipment Maintenance | 5.0% | 5.0% | 5.0% | 5.0% | 5.0% |
| Supplies | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |
| Capital Equipment | 3.0% | 3.0% | 3.0% | 3.0% | 3.0% |
| Professional Services | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |
| General | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |
| Disposal | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |

### Equipment & Capital Improvement Projects Funding

The revenue requirement incorporates funding for equipment replacements scheduled to occur during the FY 2021 – FY 2025 forecast. Currently, equipment is funded via cash funding (i.e., cash generated by user fees) and reserves. The Agency should closely monitor the age of their equipment/fleet and assess whether the current cash funding amounts for replacement are sufficient. To the extent that funding should be increased to maintain the appropriate number of front-line and back-up equipment pieces, the proposed rates may need to be increased beyond NewGen's recommendations in Section 3.

Table 2-2 summarizes the annual cash funding forecasted for FY 2021 – FY 2025, which includes equipment, major capital improvement projects, and funding for other miscellaneous items. Although it is not listed below in Table 2-2, the revenue requirement also incorporates closure/post-closure funding in the amount of $75,000 per year. State and federal regulations require that the Agency place a final cover on the landfill site and perform maintenance and monitoring at the site for thirty years following closure.

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**Table 2-2**
**Equipment and Capital Improvement Projects Funding**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Equipment Replacement | $825,000 | $1,000,000 | $2,000,000 | $2,500,000 | $3,000,000 |
| Landfill Gas Collection | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| Cell Development | 200,000 | 150,000 | - | - | - |
| Major Capital Improvement Projects | - | 100,000 | 100,000 | 50,000 | 50,000 |
| **Total Cash Funding** | **$1,225,000** | **$1,450,000** | **$2,300,000** | **$2,750,000** | **$3,250,000** |

## Revenue Requirement

Table 2-3 shows the revenue requirement for the five-year forecast. The detailed composition of the forecast is provided in Appendix, Schedule 2.

**Table 2-3**
**Solid Waste Net Revenue Requirement**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Total Expenses | $8,830,445 | $9,330,257 | $10,470,176 | $11,217,947 | $12,032,300 |
| Total Revenue Offsets | (318,200) | (318,200) | (318,200) | (318,200) | (318,200) |
| **Net Revenue Requirement[1]** | **$8,512,245** | **$9,012,057** | **$10,151,976** | **$10,899,747** | **$11,714,100** |

1. The revenue requirement amount nets out miscellaneous revenues, which total approximately $318,200 annually.

The Agency provides a wide variety of solid waste services to its customers. To determine the costs for each service, there is a need to allocate costs to service categories that represent the primary solid waste services provided. These categories were determined through a detailed series of discussions with Agency staff and are shown below.

- Caja del Rio Landfill
  - Disposal
  - Cell Development
  - Composting
  - Administration
  - Operation & Maintenance
- Buckman Road Recycling and Transfer Station (BuRRT)
  - Transfer Station
  - Material Recovery Facility (MRF)
  - HHW Collection

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- Green Waste Processing
- Glass Recycling
- White Goods
- Tires
- E-Waste
- Administration
- Operation & Maintenance

Identification of the total costs for each service category was a critical step in determining adequate rates that reflect the cost of providing the various services. These costs were isolated by service category in order to fully recover the total revenue requirement by matching those customers that utilize the service with the actual cost for that service. Table 2-4 identifies the cost of providing each service for FY 2021 through FY 2025. The revenue requirement by service category is also provided in Appendix, Schedule 3.

**Table 2-4**
**Revenue Requirement by Service Category**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Caja del Rio Landfill** | | | | | |
| Disposal | $1,774,975 | $1,934,862 | $2,581,390 | $2,934,252 | $3,290,589 |
| Cell Development | 358,935 | 326,843 | 256,582 | 299,314 | 342,414 |
| Composting | 3,765 | 3,954 | 4,156 | 4,372 | 4,603 |
| Administration | 932,401 | 969,268 | 1,011,748 | 1,054,540 | 1,099,907 |
| Operation & Maintenance | 1,238,446 | 1,276,124 | 1,346,011 | 1,398,964 | 1,453,737 |
| **Total Caja del Rio Landfill[1]** | **$4,308,522** | **$4,511,051** | **$5,199,888** | **$5,691,442** | **$6,191,250** |
| **Buckman Road Recycling and Transfer Station (BuRRT)** | | | | | |
| Transfer Station | $885,219 | $1,013,302 | $1,149,246 | $1,200,837 | $1,292,555 |
| Material Recovery Facility | 1,006,556 | 1,063,567 | 1,142,966 | 1,181,687 | 1,233,569 |
| HHW Collection | 244,932 | 252,981 | 263,776 | 273,389 | 283,406 |
| Green Waste Processing | 636,257 | 676,940 | 792,112 | 862,044 | 933,459 |
| Glass Recycling | 194,249 | 202,657 | 229,091 | 244,611 | 260,291 |
| White Goods | 26,794 | 28,341 | 31,029 | 33,168 | 35,412 |
| Tires | 86,143 | 88,371 | 90,684 | 93,087 | 95,586 |
| E-Waste | 64,942 | 66,917 | 69,659 | 72,043 | 74,514 |
| Administration | 277,177 | 284,862 | 297,144 | 306,985 | 317,085 |
| Operation & Maintenance | 1,099,653 | 1,141,268 | 1,204,581 | 1,258,654 | 1,315,172 |
| **Total BuRRT[1]** | **$4,521,923** | **$4,819,206** | **$5,270,288** | **$5,526,506** | **$5,841,050** |
| **Total Expenses** | **$8,830,445** | **$9,330,257** | **$10,470,176** | **$11,217,947** | **$12,032,300** |
| **Revenue Offsets[2]** | | | | | |
| Mulch Sales | (3,800) | (3,800) | (3,800) | (3,800) | (3,800) |
| Sales – Basalt (Del Hur) | (131,000) | (131,000) | (131,000) | (131,000) | (131,000) |

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**Table 2-4**
**Revenue Requirement by Service Category**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Sales – Glass | (40,000) | (40,000) | (40,000) | (40,000) | (40,000) |
| Uncovered Loads | (15,000) | (15,000) | (15,000) | (15,000) | (15,000) |
| Scrap Metal | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) |
| Miscellaneous Landfill Revenues | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| **Total Revenue Offsets** | **($318,200)** | **($318,200)** | **($318,200)** | **($318,200)** | **($318,200)** |
| **Net Revenue Requirement[1]** | **$8,512,245** | **$9,012,057** | **$10,151,976** | **$10,899,747** | **$11,714,100** |

1. Any minor arithmetic deviation is due to rounding.
2. Revenue offsets are applied to their corresponding service categories in Table 2-4 to calculate the net revenue requirement for each service. For instance, mulch sales revenues are applied to green waste processing expenses for a net revenue requirement of $943,039 (this excludes any indirect cost allocation, e.g., administration). As shown on Schedule 7.

## Allocation to Customer Classes

After calculating the costs for each service category over the five-year period, NewGen allocated the costs for the various service categories to each respective customer class. This process identifies the appropriate customers to be charged for each service provided. Table 2-5 identifies how the service categories were grouped and the cost recovery basis for each service category.

**Table 2-5**
**Recovery Basis for Service Categories**

| Service Category | Recovery Basis |
|---|---|
| **Caja del Rio Landfill** | |
| Disposal | Allocated to the Caja del Rio Landfill |
| Cell Development | Allocated to the Caja del Rio Landfill |
| Composting | Allocated to the Caja del Rio Landfill |
| Administration[1] | Allocated to the Caja del Rio Landfill |
| Operation & Maintenance[1] | Allocated to the Caja del Rio Landfill |
| **Buckman Road Recycling and Transfer Station (BuRRT)** | |
| Transfer Station | Allocated to the Transfer Station |
| Material Recovery Facility (MRF) | Allocated to the Material Recovery Facility |
| HHW Collection | Allocated to Household Hazardous Waste Recycling |
| Green Waste Processing | Allocated to Green Waste Processing |
| Glass Recycling | Allocated to Glass Recycling |
| White Goods | Allocated to White Goods Recycling |
| Tires | Allocated to Tires Recycling |
| E-Waste | Allocated to Electronic Waste Recycling |
| Administration[1] | Redistributed based on a percent of the revenue requirement |
| Operation & Maintenance[1] | Redistributed based on a percent of the revenue requirement |

1. Costs are distributed proportionally based on the customer classes respective portion of the revenue requirement.

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# Determination of Billing Units

In order to calculate the appropriate rates, NewGen determined the number of annual billing units for the various customer classes. NewGen received billing data for each customer class from Agency staff and determined the cost of service by dividing the revenue requirement for each service category by the appropriate number of billing units. In general, billing unit (i.e., tonnage) forecasts were provided by Agency staff.

## Caja del Rio Landfill

Based on historical data provided by Agency staff, NewGen estimates that in FY 2021, the Agency will receive approximately 168,666 tons of solid waste for disposal. Based on discussions with staff, NewGen assumed a conservative one-percent annual growth rate throughout the five-year forecast. The billing units are shown in Table 2-6.

**Table 2-6**
**Projected Tonnage by Year, Caja del Rio Landfill**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| BuRRT | 25,568 | 25,824 | 26,082 | 26,343 | 26,606 |
| Commercial, C&D, Others | 95,654 | 96,611 | 97,577 | 98,552 | 99,537 |
| Residential | 45,569 | 46,025 | 46,486 | 46,950 | 47,419 |
| WWTP & WTP Sludge | 1,875 | 1,894 | 1,913 | 1,932 | 1,951 |
| Total Tonnage | 168,666 | 170,354 | 172,058 | 173,777 | 175,513 |

## Buckman Road Recycling & Transfer Station

Based on historical data provided by Agency staff, NewGen estimates that in FY 2021, the Agency will receive approximately 44,839 tons of solid waste and recyclables at BuRRT. Based on discussions with staff, NewGen assumed a one-percent annual growth rate throughout the five-year forecast for materials accepted at BuRRT. The billing units for BuRRT are shown in Table 2-7.

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**Table 2-7**
**Tonnage & Unit Forecast, BuRRT**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Tonnage** | | | | | |
| Disposal Waste at BuRRT | 25,568 | 25,824 | 26,082 | 26,343 | 26,606 |
| Recycling Tonnage at MRF[1] | 10,280 | 10,383 | 10,487 | 10,592 | 10,698 |
| Glass Recycling | 1,775 | 1,793 | 1,811 | 1,829 | 1,848 |
| Green Waste | 6,762 | 6,830 | 6,898 | 6,967 | 7,037 |
| E-Waste | 108 | 109 | 110 | 111 | 112 |
| Scrap Metal | 280 | 283 | 286 | 289 | 292 |
| HHW | 66 | 67 | 68 | 69 | 70 |
| Total Tons[2] | 44,839 | 45,289 | 45,742 | 46,200 | 46,663 |
| **Units** | | | | | |
| Tires | 28,688 | 28,944 | 29,201 | 29,458 | 29,716 |
| White Goods | 1,093 | 1,104 | 1,115 | 1,126 | 1,137 |

1. Includes recycling inside and outside of Santa Fe County; excludes glass recycling.
2. Any minor arithmetic deviation is due to rounding.

## Calculation of the Cost of Service

NewGen determined the cost of service for each of the solid waste services provided by the Agency. It is important to note that the cost of service-based rates are not necessarily the rates NewGen recommends be adopted by the Agency. In Section 3 of this Report, NewGen provides its rate guidelines and recommendations based on the following factors: NewGen's cost of service analysis, the Agency's policies, and NewGen's solid waste rate experience.

### Caja del Rio Landfill

The total Caja del Rio Landfill cost of service for the five-year forecast is shown in Table 2-8. The revenue requirement includes the costs of disposal, cell development, and composting, in addition to the indirect costs associated with administration and operation and maintenance. A detailed examination of the Caja del Rio revenue requirement in each year of the forecast is provided in Appendix, Schedule 4.

**Table 2-8**
**Caja del Rio Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Caja del Rio Landfill – Direct Costs** | | | | | |
| Disposal | $1,774,975 | $1,934,862 | $2,581,390 | $2,934,252 | $3,290,589 |
| Cell Development | 358,935 | 326,843 | 256,582 | 299,314 | 342,414 |
| Composting | 3,765 | 3,954 | 4,156 | 4,372 | 4,603 |
| Administration | 932,401 | 969,268 | 1,011,748 | 1,054,540 | 1,099,907 |

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**Table 2-8**
**Caja del Rio Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Operation & Maintenance | 1,238,446 | 1,276,124 | 1,346,011 | 1,398,964 | 1,453,737 |
| **Total Caja del Rio Landfill[1]** | **$4,308,522** | **$4,511,051** | **$5,199,888** | **$5,691,442** | **$6,191,250** |
| **Miscellaneous Revenues** | | | | | |
| Sales – Basalt (Del Hur) | (131,000) | (131,000) | (131,000) | (131,000) | (131,000) |
| Uncovered Loads | (3,750) | (3,750) | (3,750) | (3,750) | (3,750) |
| Miscellaneous Landfill Revenues | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| **Total Miscellaneous Revenues** | **($234,750)** | **($234,750)** | **($234,750)** | **($234,750)** | **($234,750)** |
| **Net Revenue Requirement[1]** | **$4,073,772** | **$4,276,301** | **$4,965,138** | **$5,456,692** | **$5,956,500** |
| **Billing Units** | | | | | |
| Total Tonnage | 168,666 | 170,354 | 172,058 | 173,777 | 175,513 |
| Total Tonnage, Less BuRRT Tonnage | 143,098 | 144,530 | 145,976 | 147,434 | 148,907 |
| Cost per Ton (excludes BuRRT tonnage) [1] | **$28.47** | **$29.59** | **$34.01** | **$37.01** | **$40.00** |
| Cost per Ton (inclusive of all tonnage) [1] | **$24.15** | **$25.10** | **$28.86** | **$31.40** | **$33.94** |

1. Any minor arithmetic deviation is due to rounding.

## Transfer Station

The total Transfer Station cost of service for the five-year forecast is shown in Table 2-9. The revenue requirement includes the direct cost of operating the Transfer Station, and a proportional share of the indirect costs (i.e., administration, operation and maintenance.). A detailed examination of the Transfer Station revenue requirement in each year of the forecast is provided in Appendix, Schedule 6. Appendix, Schedule 5 summarizes the revenue requirement at BuRRT, and it additionally provides a detailed examination for the indirect cost allocations (e.g., administration).

**Table 2-9**
**Transfer Station Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| Transfer Station | $885,219 | $1,013,302 | $1,149,246 | $1,200,837 | $1,292,555 |
| **Indirect Costs** | | | | | |
| Administration | 78,014 | 85,071 | 90,616 | 93,070 | 97,380 |
| Operation & Maintenance | 354,095 | 387,445 | 413,928 | 429,100 | 452,677 |
| **Total Transfer Station Costs[1]** | **$1,317,329** | **$1,485,818** | **$1,653,789** | **$1,723,007** | **$1,842,612** |
| **Miscellaneous Revenues** | | | | | |
| Uncovered Loads | (11,250) | (11,250) | (11,250) | (11,250) | (11,250) |

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**Table 2-9**
**Transfer Station Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Scrap Metal Sales | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) |
| **Total Miscellaneous Revenues** | **($39,650)** | **($39,650)** | **($39,650)** | **($39,650)** | **($39,650)** |
| **Net Revenue Requirement[1]** | **$1,277,679** | **$1,446,168** | **$1,614,139** | **$1,683,357** | **$1,802,962** |
| Total Tonnage | 25,568 | 25,824 | 26,082 | 26,343 | 26,606 |
| **Cost per Ton[1]** | **$49.97** | **$56.00** | **$61.89** | **$63.90** | **$67.77** |

1. Any minor arithmetic deviation is due to rounding.

## Material Recovery Facility

The total Material Recovery Facility cost of service for the five-year forecast is shown in Table 2-10. The revenue requirement includes the direct cost of operating the material recovery facility, and a proportional share of the indirect costs (i.e., administration, operation and maintenance.). A detailed examination of the cost of service and the corresponding cost components for each year of the forecast is provided in Appendix A, Schedule 6.

**Table 2-10**
**Material Recovery Facility Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| Material Recovery Facility | $1,006,556 | $1,063,567 | $1,142,966 | $1,181,687 | $1,233,569 |
| **Indirect Costs** | | | | | |
| Administration | 88,708 | 89,291 | 90,121 | 91,586 | 92,936 |
| Operation & Maintenance | 402,631 | 406,664 | 411,666 | 422,257 | 432,019 |
| **Total MRF Costs[1]** | $1,497,895 | $1,559,522 | $1,644,753 | $1,695,531 | $1758,524 |
| Total Tonnage | 10,280 | 10,383 | 10,487 | 10,593 | 10,698 |
| **Cost per Ton[1]** | **$145.71** | **$150.20** | **$156.84** | **$160.08** | **$164.38** |

1. Any minor arithmetic deviation is due to rounding.

## Miscellaneous Services at Buckman Road Recycling & Transfer Station (BuRRT)

The tables below list the projected cost of service for the disposal and/or recycling for the following services at the Buckman Road Recycling & Transfer Station: household hazardous waste (HHW), electronic waste (E-Waste), tire disposal, white goods, green waste processing, and glass recycling. The revenue requirement includes the direct cost of providing these services, and a proportional share of the indirect costs (i.e., administration, operation and maintenance.) where applicable. A detailed examination of the cost of service and the corresponding cost components for each year of the forecast is provided in Appendix A, Schedule 7.

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Table 2-11 lists the cost of service for household hazardous waste. The Agency provides the HHW service at a rate of $50.00 per ton, or $0.50 per every 20 pounds of HHW. It is not uncommon across the industry for the cost of service for household hazardous waste to exceed the fee charged to the customer to discourage illegal dumping and encourage the proper disposal of this material.

**Table 2-11**
**Household Hazardous Waste Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| Household Hazardous Waste (HHW) | $244,932 | $252,981 | $263,776 | $273,389 | $283,406 |
| **Indirect Costs** | | | | | |
| Administration | 21,586 | 21,239 | 20,798 | 21,189 | 21,351 |
| Operation & Maintenance | - | - | - | - | - |
| **Total HHW Costs[1]** | **$266,518** | **$274,220** | **$284,574** | **$294,578** | **$304,757** |
| Total Pounds | 132,000 | 134,000 | 136,000 | 138,000 | 140,000 |
| **Cost per Pound[1]** | **$2.02** | **$2.05** | **$2.09** | **$2.13** | **$2.18** |

1. Any minor arithmetic deviation is due to rounding.

Table 2-12 lists the cost of service for tire recycling over the five-year period.

**Table 2-12**
**Tire Recycling Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| Tire Recycling | $86,143 | $88,371 | $90,684 | $93,087 | $95,586 |
| **Indirect Costs** | | | | | |
| Administration | 7,592 | 7,419 | 7,150 | 7,215 | 7,201 |
| Operation & Maintenance | - | - | - | - | - |
| **Total Tire Recycling Costs[1]** | **$93,735** | **$95,790** | **$97,834** | **$100,302** | **$102,788** |
| Total Number of Tires | 28,688 | 28,944 | 29,201 | 29,458 | 29,716 |
| **Cost per Tire[1]** | **$3.27** | **$3.31** | **$3.35** | **$3.40** | **$3.46** |

1. Any minor arithmetic deviation is due to rounding.

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Table 2-13 indicates the cost of service for E-Waste recycling.

**Table 2-13**
**E-Waste Recycling Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| E-Waste Recycling | $64,942 | $66,917 | $69,659 | $72,043 | $74,514 |
| **Indirect Costs** | | | | | |
| Administration | 5,723 | 5,618 | 5,492 | 5,584 | 5,614 |
| Operation & Maintenance | - | - | - | - | - |
| **Total E-Waste Recycling Costs[1]** | **$70,666** | **$72,535** | **$75,152** | **$77,626** | **$80,127** |
| Total Tons | 108 | 109 | 110 | 111 | 112 |
| **Cost per Ton[1]** | **$654.31** | **$665.46** | **$683.20** | **$699.34** | **$715.42** |

1. Any minor arithmetic deviation is due to rounding.

Table 2-14 indicates the cost of service for white goods recycling.

**Table 2-14**
**White Goods Recycling Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| White Goods | $26,794 | $28,341 | $31,029 | $33,168 | $35,412 |
| **Indirect Costs** | | | | | |
| Administration | 2,361 | 2,379 | 2,447 | 2,571 | 2,668 |
| Operation & Maintenance | 10,718 | 10,837 | 11,176 | 11,852 | 12,402 |
| **Total White Goods Costs[1]** | **$39,874** | **$41,557** | **$44,652** | **$47,591** | **$50,482** |
| Total Number of Units | 1,093 | 1,104 | 1,115 | 1,126 | 1,137 |
| **Cost per Unit[1]** | **$36.48** | **$37.64** | **$40.05** | **$42.27** | **$44.40** |

1. Any minor arithmetic deviation is due to rounding.

Table 2-15 indicates the cost of service for green waste processing.

**Table 2-15**
**Green Waste Processing Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| Green Waste | $636,257 | $676,940 | $792,112 | $862,044 | $933,459 |
| **Indirect Costs** | | | | | |
| Administration | 56,073 | 56,832 | 62,457 | 66,812 | 70,326 |

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**Table 2-15**
**Green Waste Processing Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Operation & Maintenance | 254,508 | 258,834 | 285,298 | 308,038 | 326,915 |
| **Total Green Waste Processing Costs**[1] | $946,839 | $992,605 | $1,139,867 | $1,236,894 | $1,330,700 |
| **Revenue Offsets** | | | | | |
| Mulch Sales and Compost Sales | (3,800) | (3,800) | (3,800) | (3,800) | (3,800) |
| **Net Revenue Requirement**[1] | **$943,039** | **$988,805** | **$1,136,067** | **$1,233,094** | **$1,326,900** |
| Green Waste Tonnage | 6,762 | 6,830 | 6,898 | 6,967 | 7,037 |
| **Cost per Ton**[1] | **$139.46** | **$144.77** | **$164.70** | **$176.99** | **$188.56** |

1. Any minor arithmetic deviation is due to rounding.

Table 2-16 indicates the cost of service for glass recycling.

**Table 2-16**
**Glass Recycling Cost of Service**

| Service Category | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| **Direct Costs** | | | | | |
| Glass Recycling | $194,249 | $202,657 | $229,091 | $244,611 | $260,291 |
| **Indirect Costs** | | | | | |
| Administration | 17,119 | 17,014 | 18,063 | 18,958 | 19,610 |
| Operation & Maintenance | 77,701 | 77,488 | 82,513 | 87,408 | 91,159 |
| **Total Glass Recycling Costs**[1] | $289,069 | $297,159 | $329,667 | $350,977 | $371,060 |
| **Revenue Offsets** | | | | | |
| Glass Sales | (40,000) | (40,000) | (40,000) | (40,000) | (40,000) |
| **Net Revenue Requirement**[1] | **$249,069** | **$257,159** | **$289,667** | **$310,977** | **$331,060** |
| Glass Tonnage | 1,775 | 1,793 | 1,811 | 1,829 | 1,848 |
| **Cost per Ton**[1] | **$140.32** | **$143.42** | **$159.95** | **$170.03** | **$179.14** |

1. Any minor arithmetic deviation is due to rounding.

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# Section 3
# KEY FINDINGS AND RECOMMENDATIONS

This section provides NewGen's FY 2021 – FY 2025 rate guidelines and recommendations for the solid waste services provided by the Agency. It also includes a discussion regarding other issues that NewGen identified during the conduct of the Municipal Solid Waste Cost of Service and Rate Design Study.

## Revenue Reconciliation from Current Rates

Prior to considering any rate changes, it is beneficial to evaluate the revenue projected under the current rates for the five-year forecast. Table 3-1 shows the forecasted revenue recovery from current rates, which is projected to under-recover the revenue requirement by approximately $1.5 million in FY 2021. A detailed examination of the revenue recovery from current rates is provided in Appendix, Schedule 8.

Based on this projected under-recovery, it is critical that the Agency put in place a rate strategy that systematically addresses the Agency's primary solid waste user fee mechanisms. The following section provides NewGen's recommended approach regarding what rate increases should be made over the next five years to place the Agency on a path to secure financial sustainability.

**Table 3-1**
**Revenue Recovery from Current Rates**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Revenue Requirement | $8,512,245 | $9,012,057 | $10,151,976 | $10,899,747 | $11,714,100 |
| Revenue from Rates | 7,021,001 | 7,091,235 | 7,162,115 | 7,233,622 | 7,305,870 |
| Over/(Under) Recovery[1] | ($1,491,244) | ($1,920,822) | ($2,989,861) | ($3,666,125) | ($4,408,230) |
| Cumulative Over/(Under) [1] | ($1,491,244) | ($3,412,066) | ($6,401,927) | ($10,068,052) | ($14,476,282) |

1. Any minor arithmetic deviation is due to rounding.

## Rate Recommendations

### Proposed Caja del Rio Landfill & BuRRT Rates

NewGen recommends that the Agency implement rate increases beginning in FY 2022, which are further described in Table 3-2 and Table 3-3. The implementation of these proposed rates will minimize the Agency's overall under-recovery over the five-year forecast. A detailed summary of NewGen's rate recommendations is further provided in Appendix, Schedule 9.

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**Table 3-2**
**Proposed Landfill Rates (per ton)**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Tip Fee[1] | $40.00 | $40.00 | $42.50 | $47.50 | $50.00 | $52.50 |
| WWTP & WTP Sludge | $40.00 | $40.00 | $52.50 | $57.50 | $60.00 | $62.50 |

1. The tip fee is assessed for the following tonnage/customer types: construction and demolition, commercial solid waste, residential solid waste, and other miscellaneous waste (e.g., dead animals, sweeper, etc.). The tipping fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).

Table 3-3 summarizes NewGen's proposed rates for waste brought to BuRRT.

**Table 3-3**
**Proposed BuRRT Rates**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Tip Fee (per ton) | $50.00 | $50.00 | $52.50 | $57.50 | $60.00 | $62.50 |
| Vehicles <4500 lbs. | $6.00 | $6.00 | $7.00 | $7.50 | $8.00 | $8.50 |
| Vehicles between 4500 lbs. and 5500 lbs. | $9.00 | $9.00 | $10.00 | $10.50 | $11.00 | $11.50 |
| Vehicles between 5500 lbs. and 6500 lbs. | $12.00 | $12.00 | $13.00 | $13.50 | $14.00 | $14.50 |

1. The tipping fees reflected here exclude the New Mexico Gross Receipts Tax (GRT).

## Rates for Miscellaneous Services at Buckman Road Recycling & Transfer Station (BuRRT)

NewGen recommends that the Agency maintain the following fees through FY 2025:

- **HHW and E-Waste** disposal is currently charged at a rate of $50 per ton.
- **Scrap Metal** is charged a rate of $15 per ton.
- **White Goods** are currently charged a fee of $5.00 for appliances without CFCs or $10.00 for appliances retaining CFCs.

The current rates in place encourage the proper disposal of these hazardous materials and incentivize citizens to dispose of these materials properly by bringing them to BuRRT. Furthermore, NewGen recommends that the Agency maintain the current scrap metal rate of $15 per ton through FY 2025 because scrap metal currently generates additional revenue for the Agency. Table 3-4 summarizes NewGen's proposed rates for other miscellaneous services at BuRRT to minimize the Agency's cumulative under-recovery.

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**Table 3-4**
**Proposed Rates for Miscellaneous Services at BuRRT**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Glass (per ton) | $15.00 | $15.00 | $42.50 | $47.50 | $50.00 | $52.50 |
| Green Waste (per ton) | $20.00 | $20.00 | $42.50 | $47.50 | $50.00 | $52.50 |
| Tires | | | | | | |
| Price per Ton | $160.00 | $160.00 | $250.00 | $250.00 | $250.00 | $250.00 |
| T6 Tires (per Unit) | $6.00 | $6.00 | $8.00 | $8.00 | $8.00 | $8.00 |
| T2 Tires (per Unit) | $2.00 | $2.00 | $3.00 | $3.00 | $3.00 | $3.00 |

## Other Rate & Policy Recommendations

In addition to the proposed rate increases highlighted above, NewGen recommends that the Agency begin charging a processing fee on all incoming recyclables to support operations at the MRF. Based on NewGen's cost of service assessment, the cost to process recyclables varies between $145.71 per ton in FY 2021 and $164.38 per ton in FY 2025, and in order to maintain the financial integrity of the Agency, NewGen recommends that the Agency implement this fee no later than FY 2022. Table 3-5 summarizes the implementation of a processing fee over the five-year planning horizon.

**Table 3-5**
**Proposed Processing Fees**

| | Current | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| Processing Fee (per ton) | N/A | N/A | $150.00 | $160.00 | $170.00 | $180.00 |

The processing fee is projected to increase revenues for the Agency by approximately $1.4 million in FY 2022.

## Revenue Recovery from Proposed Rates

Table 3-6 shows the forecasted revenue recovery from proposed rates, which will allow the Agency to realize a positive cash flow in FY 2022 and FY 2023, assuming that rates are implemented in FY 2022. If, however, rate increases are delayed, then the Agency will exacerbate an already significant cumulative under-recovery. A detailed examination of the revenue recovery from proposed rates is provided in Appendix, Schedule 10.

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**Table 3-6**
**Revenue Recovery from Proposed Rates**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Revenue Requirement | $8,512,245 | $9,012,057 | $10,151,976 | $10,899,747 | $11,714,100 |
| Revenue from Rates | 7,021,001 | 9,165,241 | 10,214,850 | 10,859,259 | 11,515,591 |
| Over/(Under) Recovery[1] | ($1,491,244) | $153,183 | $62,874 | ($40,488) | ($198,509) |
| Cumulative Over/(Under) [1] | ($1,491,244) | ($1,338,061) | ($1,275,187) | ($1,315,675) | ($1,514,185) |

1. Any minor arithmetic deviation is due to rounding.

## Other Issues

Over the past eight years, the Agency has experienced increases in operation and maintenance costs while avoiding any rate increases at the landfill or BuRRT. In general, reserves have been utilized to manage annual under-recoveries, and with reserves being rapidly depleted, it is vital that the Agency implement rate increases in FY 2022. The last time the Agency increased rates was in FY 2012. If the Agency adopts the proposed rates, the cumulative ending reserve balance in FY 2025 is projected to total $2.8 million (which excludes the restricted closure/post-closure reserve). The beginning cumulative reserve balance in FY 2021 is approximately $5.7 million (excluding restricted closure/post-closure reserves), however the projected under-recovery of approximately $1.5 million in FY 2021 results in a FY 2021 ending balance of approximately $3.9 million. Table 3-7 summarizes the projected cumulative reserve balances under the proposed rates scenario.

**Table 3-7**
**Projected Reserve Balances Under Proposed Rates Scenario**

| | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|
| Beginning Unrestricted Fund Balance[1] | $5,700,150 | $3,873,255 | $4,319,465 | $4,003,134 | $4,215,423 |
| Capital Contributions & Withdrawals | | | | | |
| Reserve Contributions[2] | 1,225,000 | 1,450,000 | 2,300,000 | 2,750,000 | 3,250,000 |
| Reserve Withdrawals[3] | (1,599,000) | (1,199,740) | (2,718,840) | (2,538,960) | (4,471,883) |
| Revenue Requirement Over/(Under) Recovery[4] | (1,491,244) | 153,183 | 62,874 | (40,488) | (198,509) |
| Interest Income[5] | 38,349 | 42,767 | 39,635 | 41,737 | 27,950 |
| **Total Ending Balance[6]** | **$3,873,255** | **$4,319,465** | **$4,003,134** | **$4,215,423** | **$2,822,981** |

1. Includes total balance for all unrestricted reserve funds (Equipment Replacement Reserve Fund, Landfill Gas Collection System Reserve Fund, Cell Development Reserve Fund, Capital Improvements Reserve Fund, Operating Account Reserve Fund, Emergency Cash Reserve Fund). Excludes Closure/Post-Closure Reserve Fund (FY 2021 Beginning Balance = $7,701,753).
2. Includes cash funding for equipment/vehicle replacement, as well as other capital improvement projects.
3. Includes costs associated with equipment/vehicle replacement and capital improvement projects.
4. See Over/(Under) Recovery in Table 3-6.
5. Analysis assumes interest income of 1.00% per year.
6. Any minor arithmetic deviation is due to rounding.

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NewGen performed a sensitivity analysis and assumed a scenario in which the proposed rates outlined above are delayed by a year and adopted in FY 2023. This scenario also assumed that a processing fee is not adopted during the five-year forecast. Under this scenario, a forecasted under-recovery of approximately $10.2 million is projected over the five-year forecast, which will deplete all unrestricted reserves and result in the need to eliminate scheduled capital expenditures and/or a reduction in operating costs. It is therefore necessary that the Agency seriously consider the adoption of NewGen's proposed rates to ensure the financial integrity of the Agency.

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# APPENDIX A
# COST OF SERVICE SCHEDULES

## List of Schedules

Schedule 1: Test Year
Schedule 2: Five-Year Revenue Requirement
Schedule 3: Five-Year Revenue Requirement Summary
Schedule 4: Caja del Rio Cost of Service
Schedule 5: BuRRT Cost of Service & Indirect Cost Allocations
Schedule 6: Transfer Station & Material Recovery Facility (MRF) Cost of Service
Schedule 7: Miscellaneous COS: HHW, Tires, E-Waste, White Goods, Glass Recycling, Green Waste
Schedule 8: Over / (Under) – Current Rates
Schedule 9: Revenue Realized Under Proposed Rates
Schedule 10: Over / (Under) – Proposed Rates

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Test Year**

| | OBJECT CODE | DESCRIPTION | 2018 Budget | 2018 Actual | 2019 Budget | 2019 Actual | 2020 Budget | ADJUSTMENTS | TEST YEAR | Inflation Factor |
|---|---|---|---|---|---|---|---|---|---|---|
| | **Landfill Operations** | | | | | | | | | |
| 1 | 500110 | Salaries (General) | $1,211,573 | $941,050 | $1,242,649 | $1,008,769 | $1,242,742 | | $1,242,742 | Salaries |
| 2 | 500750 | Salaries (Temporary) | - | - | - | - | 96,822 | | 96,822 | Salaries |
| 3 | 501400 | Overtime | 28,000 | 34,334 | 28,000 | 37,525 | 28,000 | 7,000 | 35,000 | Overtime |
| 4 | 501510 | Worked Holiday @ 1.5 | - | 7,595 | - | 6,895 | | | - | Overtime |
| 5 | 502000 | Annual Leave | - | 130,112 | - | 178,679 | | | - | Salaries |
| 6 | 502010 | Personal Day | - | 4,156 | - | 4,410 | | | - | Salaries |
| 7 | 502015 | Miscellaneous Leave | - | 19,268 | - | 10,028 | | | - | Salaries |
| 8 | 502050 | Comp-time | - | 6,024 | - | 9,890 | | | - | Salaries |
| 9 | 502100 | Sick Leave | - | 64,036 | - | 66,172 | | | - | Salaries |
| 10 | 502200 | Incentives | 4,200 | 1,912 | 4,200 | 2,197 | 4,200 | | 4,200 | Salaries |
| 11 | 503100 | FICA | 95,148 | 87,333 | 97,526 | 91,907 | 101,873 | | 101,873 | Benefits |
| 12 | 503150 | Retirement (PERA) | 235,226 | 223,692 | 241,374 | 238,550 | 259,508 | | 259,508 | Benefits |
| 13 | 503160 | OPEB Expense GASB 75 | - | 34,345 | - | - | - | | - | Salaries |
| 14 | 503200 | Employee Health Insurance | 277,746 | 231,886 | 294,505 | 258,354 | 316,037 | | 316,037 | Benefits |
| 15 | 503250 | Retiree Health Care | 22,914 | 21,784 | 23,514 | 23,231 | 23,985 | | 23,985 | Benefits |
| 16 | 503300 | Unemployment Insurance | 2,163 | - | - | - | | | - | Salaries |
| 17 | 503350 | Workers' Comp | 35,039 | 35,251 | 36,071 | 36,287 | 48,709 | | 48,709 | Salaries |
| 18 | 503400 | City Share Dental Insurance | 10,495 | 9,183 | 11,241 | 10,275 | 12,188 | | 12,188 | Benefits |
| 19 | 510200 | Legal Contract | 64,558 | 22,161 | 55,300 | 22,350 | 40,300 | | 40,300 | General |
| 20 | 510250 | Compliance Services | 366,618 | 129,606 | 270,493 | 110,861 | 45,000 | | 45,000 | Prof. Services |
| 21 | 510300 | Professional Contracts | 3,706 | 1,495 | 77,442 | 13,128 | 22,500 | | 22,500 | Prof. Services |
| 22 | 510310 | Service Contracts | 143,412 | 106,615 | 150,111 | 103,388 | 144,700 | | 144,700 | Prof. Services |
| 23 | 510320 | Engineering Services | 170,490 | 91,918 | 201,456 | 57,320 | 30,000 | | 30,000 | Prof. Services |
| 24 | 510330 | Audit Services | 25,000 | 19,155 | 25,000 | 19,641 | 25,000 | | 25,000 | Prof. Services |
| 25 | 510600 | Reim. Share of Sales | 75,000 | 84,251 | 75,000 | 59,830 | 86,000 | | 86,000 | General |
| 26 | 513950 | Gas Service | 15,750 | 12,865 | 21,000 | 17,816 | 21,000 | | 21,000 | Fuel |
| 27 | 514000 | Water Service | 21,000 | 24,130 | 21,000 | 27,012 | 23,000 | | 23,000 | General |
| 28 | 514050 | Electric Service | 15,000 | 18,571 | 15,000 | 15,970 | 15,000 | | 15,000 | General |
| 29 | 514100 | Communications Service | 40,634 | 33,448 | 35,000 | 30,630 | 35,000 | | 35,000 | General Maintenance |
| 30 | 520100 | Rep and Maint Build/Struct | 45,135 | 20,992 | 45,135 | 7,782 | 40,000 | | 40,000 | General Maintenance |
| 31 | 520200 | Rep & Maint Grounds/Rd | - | - | 250,258 | - | 5,000 | | 5,000 | General Maintenance |
| 32 | 520300 | Rep & Maint Furn/Fix/Equip | 23,036 | 9,841 | 17,297 | 10,922 | 14,000 | | 14,000 | General Maintenance |
| 33 | 520400 | Rep & Maint Machin & Equip | 315,020 | 205,559 | 315,946 | 261,106 | 250,000 | 50,000 | 300,000 | Equipment Maintenance |
| 34 | 520500 | Rep & Maint Vehicles | 13,000 | 5,937 | 13,000 | 5,333 | 13,000 | | 13,000 | Equipment Maintenance |
| 35 | 530100 | Office Supplies | 6,000 | 6,351 | 8,000 | 12,589 | 5,000 | | 5,000 | General |
| 36 | 530200 | Operating Supplies | 23,731 | 20,686 | 26,000 | 46,344 | 26,000 | | 26,000 | General |
| 37 | 530300 | Safety Supplies | 15,000 | 9,361 | 15,000 | 7,013 | 15,000 | | 15,000 | Supplies |
| 38 | 530400 | Food | 1,000 | 683 | 1,000 | - | - | | - | General |
| 39 | 530500 | Uniform Clothing & Linen | 13,000 | 14,084 | 16,000 | 15,277 | 16,000 | | 16,000 | General |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Test Year**

| | OBJECT CODE | DESCRIPTION | 2018 Budget | 2018 Actual | 2019 Budget | 2019 Actual | 2020 Budget | ADJUSTMENTS | TEST YEAR | Inflation Factor |
|---|---|---|---|---|---|---|---|---|---|---|
| 40 | 530600 | Software | 1,000 | - | 4,965 | 3,843 | 1,000 | | 1,000 | General |
| 41 | 530700 | Books/Subscrpts/Periodicals | 2,000 | 204 | 1,500 | 294 | 1,500 | | 1,500 | General |
| 42 | 530710 | Software Subscriptions | 8,000 | 6,024 | 10,000 | 10,152 | 5,000 | | 5,000 | General |
| 43 | 530900 | Tires | 30,000 | 4,318 | 30,000 | 10,154 | 30,000 | | 30,000 | General |
| 44 | 531000 | Gasoline | 15,000 | 15,951 | 15,000 | 14,250 | 15,000 | | 15,000 | Fuel |
| 45 | 531050 | Diesel | 190,000 | 162,926 | 190,000 | 179,338 | 195,000 | | 195,000 | Fuel |
| 46 | 540010 | Depreciation Expense | - | 719,538 | - | 826,063 | | | - | General |
| 47 | 545010 | Bad Debt Expense | - | 989 | - | - | | | - | General |
| 48 | 555250 | Gen Liab Dept Assessment | 98,860 | 98,860 | 80,672 | 80,672 | 80,672 | | 80,672 | General |
| 49 | 555260 | Benefits Dept. Assessments | 10,882 | 10,882 | 11,426 | 11,426 | 11,426 | | 11,426 | General |
| 50 | 555300 | Gen Liab-Third Party Admin | 65,000 | 35,416 | 65,000 | 35,416 | 96,976 | | 96,976 | General |
| 51 | 555400 | Bond Expense | 2,000 | 100 | 2,000 | 100 | 2,000 | | 2,000 | General |
| 52 | 555600 | Property Coverage | 31,976 | - | 31,976 | - | - | | - | General |
| 53 | 560200 | Out of State Per Diem | 2,000 | 636 | - | - | 2,000 | | 2,000 | General |
| 54 | 560250 | In State Per Diem | 2,000 | 2,068 | 2,000 | 2,728 | 3,000 | | 3,000 | General |
| 55 | 560500 | Out of State Transportation | - | - | 2,000 | - | 2,000 | | 2,000 | General |
| 56 | 560550 | In State Transportation | 2,000 | 29 | 2,000 | 53 | 2,000 | | 2,000 | General |
| 57 | 560700 | Registration | - | - | 3,000 | 3,924 | 3,500 | | 3,500 | General |
| 58 | 561000 | Postage and Mail Service | 1,000 | 642 | 1,000 | 1,308 | 1,200 | | 1,200 | General |
| 59 | 561200 | Employee Training/Tuition | 12,000 | 9,873 | 12,000 | 3,812 | 10,000 | | 10,000 | General |
| 60 | 561350 | Penalty Expense | - | - | - | - | | | - | General |
| 61 | 561400 | Gross Receipt Taxes | 350,000 | 352,497 | 360,750 | 322,063 | 360,750 | (360,750) | - | General |
| 62 | 561700 | Credit Card Fees | - | 57 | - | - | | | - | General |
| 63 | 561750 | Bank Charges & Fees | 5,985 | 6,019 | 5,200 | 4,703 | 5,200 | | 5,200 | General |
| 64 | 561800 | Print/Publish | 5,000 | - | - | - | 5,000 | | 5,000 | General |
| 65 | 561850 | Advertising | 10,000 | 13,430 | 13,000 | 6,044 | 13,000 | | 13,000 | General |
| 66 | 561900 | Dues | 3,000 | 5,022 | 3,000 | 4,816 | 3,000 | | 3,000 | General |
| 67 | 562550 | Land/Building Rental | 200 | 150 | 200 | (25) | 200 | | 200 | General |
| 68 | 562600 | Equipment/Machinery Rental | 5,000 | 2,604 | 3,000 | 713 | 5,000 | | 5,000 | General |
| 69 | 563100 | Svcs of other City Depts | 94,834 | 94,834 | 93,693 | 93,693 | 93,693 | | 93,693 | General |
| 70 | 570400 | Building & Structures | 10,123 | - | - | - | | | - | General |
| 71 | 570500 | Equipmnt & Machinery NonExempt | 1,364,629 | - | 1,712,765 | 3,777 | | | - | Other |
| 72 | 570800 | Data Processing Eqp NonExempt | - | - | 2,697 | 2,696 | | | - | General |
| 73 | 571000 | Vehicles > 1.5 Tons | - | - | 30,398 | - | | - | - | Other |
| 74 | 571900 | Equipment & Machinery | 9,766 | - | - | - | - | | - | Other |
| 75 | 572400 | Inventory Exempt Equipment | 21,043 | 10,857 | 139,840 | 110,022 | 20,000 | | 20,000 | General |
| 76 | 572800 | Data Processing Eqp InvExempt | 6,184 | 6,183 | 4,725 | 4,658 | | | - | General |
| 77 | 755811 | Interfund Transfer Out To 811 (Equip fund) | 2,597,716 | 2,597,716 | 2,250,000 | 2,250,000 | | - | - | Other |
| 78 | 755812 | Interfund Transfer Out To 812 (Gas Collection) | 300,000 | 300,000 | - | - | | 200,000 | 200,000 | Other |
| 79 | 755815 | Interfund Transfer Out To 815 (Closure/Post-Closure) | - | - | - | - | | 75,000 | 75,000 | Other |
| 80 | | Cell Development | - | - | - | - | - | 200,000 | 200,000 | Other |
| 81 | | **Total Landfill Operations Budget** | **$8,575,791** | **$7,147,493** | **$8,717,325** | **$6,814,169** | **$3,973,681** | | **$4,144,931** | |
| 82 | | | | | | | | | | |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Test Year**

| | OBJECT CODE | DESCRIPTION | 2018 Budget | 2018 Actual | 2019 Budget | 2019 Actual | 2020 Budget | ADJUSTMENTS | TEST YEAR | Inflation Factor |
|---|---|---|---|---|---|---|---|---|---|---|
| 83 | **Recycling Operations** | | | | | | | | | |
| 84 | 500110 | Salaries (General) | $654,459 | $500,246 | $684,883 | $489,377 | $698,298 | | 698,298 | Salaries |
| 85 | 500110 | Proposed raises | - | - | - | - | 38,255 | | 38,255 | Salaries |
| 86 | 501400 | Overtime | 35,000 | 19,971 | 35,000 | 33,323 | 35,000 | 5,000 | 40,000 | Overtime |
| 87 | 501510 | Worked Holiday @ 1.5 | - | 6,040 | - | 5,824 | | | - | Overtime |
| 88 | 501512 | Worked Holiday @ 2.5 | - | - | - | 59 | | | - | Overtime |
| 89 | 502000 | Annual Leave | - | 112,118 | - | 26,610 | | | - | Salaries |
| 90 | 502015 | Personal Day | - | 1,923 | - | 2,574 | | | - | Salaries |
| 91 | 502115 | Miscellaneous Leave | - | (38,290) | - | 1,786 | | | - | Salaries |
| 92 | 502050 | Comp-time | - | 8,813 | - | 7,102 | | | - | Salaries |
| 93 | 502100 | Sick Leave | - | 26,993 | - | 27,551 | | | - | Salaries |
| 94 | 502115 | Union Business | - | 652 | - | - | | | - | Benefits |
| 95 | 502200 | Incentives | 4,200 | 4,353 | 4,200 | 4,557 | 4,200 | | 4,200 | Benefits |
| 96 | 503100 | FICA | 53,065 | 44,603 | 55,394 | 45,846 | 56,419 | | 56,419 | Benefits |
| 97 | 503150 | Retirement (PERA) | 132,040 | 123,688 | 141,469 | 119,862 | 151,201 | | 151,201 | Benefits |
| 98 | 503200 | Employee Health Insurance | 205,362 | 161,701 | 190,479 | 138,655 | 192,964 | | 192,964 | Benefits |
| 99 | 503250 | Retiree Health Care | 12,862 | 12,045 | 13,782 | 11,673 | 14,050 | | 14,050 | Benefits |
| 100 | 503300 | Unemployment Insurance | - | - | - | - | | | - | Benefits |
| 101 | 503350 | Workers' Comp | 30,860 | 30,996 | 32,625 | 32,752 | 35,785 | | 35,785 | Benefits |
| 102 | 503400 | City Share Dental Insurance | 6,926 | 6,543 | 7,938 | 6,051 | 8,652 | | 8,652 | Benefits |
| 103 | 510250 | Compliance Services | 6,725 | 1,868 | 5,000 | - | 5,000 | | 5,000 | General |
| 104 | 510300 | Professional Contracts | 22,500 | 652 | 17,500 | 198 | 2,500 | | 2,500 | Prof. Services |
| 105 | 510310 | Service Contracts | 614,412 | 567,471 | 1,414,233 | 1,111,914 | 1,074,300 | 293,000 | 1,367,300 | Prof. Services |
| 106 | 510320 | Engineering Svcs | 53,142 | 8,282 | 36,329 | 674 | | | - | Prof. Services |
| 107 | 513950 | Gas Service | 3,750 | 3,708 | 3,200 | 1,960 | 4,000 | | 4,000 | General |
| 108 | 514000 | Water Service | 4,000 | 4,920 | 4,000 | 3,208 | 4,000 | | 4,000 | General |
| 109 | 514050 | Electric Service | 50,000 | 37,517 | 50,000 | 25,949 | 50,000 | | 50,000 | Fuel |
| 110 | 514100 | Communications Service | 25,465 | 24,303 | 29,000 | 25,978 | 29,000 | | 29,000 | General |
| 111 | 520100 | Rep and Maint Build/Struct | 410,257 | 375,257 | 604,693 | 98,297 | 60,000 | | 60,000 | General Maintenance |
| 112 | 520200 | Rep & Maint Grounds/Rd | 29,412 | - | 29,412 | - | 5,000 | | 5,000 | General Maintenance |
| 113 | 520300 | Rep & Maint Furn/Fix/Equip | 18,402 | 1,988 | 17,965 | 10,401 | 13,000 | | 13,000 | General Maintenance |
| 114 | 520400 | Rep & Maint Machin & Equip | 375,776 | 309,188 | 222,350 | 177,449 | 230,000 | | 230,000 | Equipment Maintenance |
| 115 | 520500 | Rep & Maint Vehicles | 10,000 | 149 | 10,000 | 957 | 10,000 | | 10,000 | Equipment Maintenance |
| 116 | 530100 | Office Supplies | 1,000 | 1,000 | 1,000 | 18 | 4,000 | | 4,000 | Supplies |
| 117 | 530200 | Operating Supplies | 13,500 | 13,474 | 13,500 | 33,559 | 15,000 | | 15,000 | Supplies |
| 118 | 530300 | Safety Supplies | 20,050 | 6,443 | 25,000 | 7,168 | 25,000 | | 25,000 | Supplies |
| 119 | 530400 | Food | - | 28 | - | 730 | 1,000 | | 1,000 | General |
| 120 | 530500 | Uniform Clothing & Linen | 9,375 | 8,927 | 11,875 | 10,042 | 11,875 | | 11,875 | General |
| 121 | 530600 | Software | 1,000 | - | 2,900 | 762 | 1,000 | | 1,000 | General |
| 122 | 530700 | Books/Subscrpts/Periodicals | 1,500 | 445 | 1,500 | 445 | 6,000 | | 6,000 | General |
| 123 | 530900 | Tires | 35,000 | 30,757 | 35,000 | 20,162 | 35,000 | | 35,000 | General |
| 124 | 531000 | Gasoline | 4,000 | 1,959 | 4,000 | 2,337 | 4,000 | | 4,000 | Fuel |
| 125 | 531050 | Diesel | 135,000 | 126,290 | 135,000 | 124,660 | 135,000 | | 135,000 | Fuel |
| 126 | 560200 | Out of State Per Diem | 1,000 | 896 | 1,000 | - | 1,000 | | 1,000 | General |
| 127 | 560250 | In State Per Diem | 2,000 | 1,070 | 2,000 | 3,070 | 2,500 | | 2,500 | General |
| 128 | 560500 | Out of State Transportation | 1,000 | - | 1,000 | - | 1,000 | | 1,000 | General |
| 129 | 560550 | In State Transportation | 1,000 | - | 1,000 | 183 | 1,000 | | 1,000 | General |
| 130 | 560700 | Registration | 1,000 | 450 | 1,000 | 695 | 1,000 | | 1,000 | General |
| 131 | 561000 | Postage and Mail Service | - | - | - | 9 | | | - | General |
| 132 | 561200 | Employee Training/Tuition | 12,000 | 5,412 | 12,000 | 7,375 | 12,000 | | 12,000 | General |
| 133 | 561750 | Bank Charges & Fees | 8,400 | 11,698 | 8,400 | 16,189 | 11,800 | | 11,800 | General |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Test Year**

| | OBJECT CODE | DESCRIPTION | 2018 Budget | 2018 Actual | 2019 Budget | 2019 Actual | 2020 Budget | ADJUSTMENTS | TEST YEAR | Inflation Factor |
|---|---|---|---|---|---|---|---|---|---|---|
| 134 | 561850 | Advertising | 30,000 | 13,833 | 30,000 | 7,893 | 30,000 | | 30,000 | General |
| 135 | 561900 | Dues | 1,000 | 787 | 1,000 | 223 | 1,000 | | 1,000 | General |
| 136 | 562550 | Land/Building Rental | 266,000 | 266,000 | 266,000 | 266,000 | 266,000 | | 266,000 | General |
| 137 | 562600 | Equipment/Machinery Rental | 5,000 | 764 | 5,000 | 1,955 | 5,000 | | 5,000 | General |
| 138 | 570400 | Building & Structure NonExempt | - | - | - | - | | | - | General |
| 139 | 570500 | Equipmnt & Machinery NonExempt | 154,478 | - | 36,333 | 36,333 | | | - | Other |
| 140 | 570800 | Data Processing Eqp NonExempt | - | - | 2,697 | 2,696 | | | - | General |
| 141 | 570950 | Vehicles < 1.5 | 4,950 | - | - | - | | | - | Other |
| 142 | 571000 | Vehicles > 1.5 Tons | - | - | - | - | | - | - | Other |
| 143 | 572400 | Inventory Exempt Equipment | 5,000 | 5,333 | 12,250 | 7,311 | 10,000 | | 10,000 | General |
| 144 | 572800 | Data Processing Eqp InvExempt | - | - | 803 | - | | | - | General |
| 145 | | Capital Improvements | - | - | - | - | - | - | - | Other |
| 146 | | **Total BuRRT Budget** | **$3,471,868** | **$2,853,264** | **$4,219,710** | **$2,960,402** | **$3,301,799** | | **$3,599,799** | |
| 147 | | **TOTAL OPERATING BUDGET** | **$12,047,659** | **$10,000,757** | **$12,937,035** | **$9,774,571** | **$7,275,480** | | **$7,744,730** | |
| 148 | | | | | | | | | | |
| 149 | | | | | | | | | | |
| 150 | **Revenues** | | | | | | | | | |
| 151 | | | | | | | | | | |
| 152 | **Budgeted Revenues** | | | | | | | | | |
| 153 | 438613 | Recycle-Compost & Mulch | $ (2,000) | $ (1,848) | $ (2,000) | $ (2,725) | $ (3,800) | | (3,800) | Other |
| 154 | 438615 | Recycle-Miscellaneous | (100,000) | (127,669) | (30,000) | (108,894) | (120,000) | 120,000 | - | Other |
| 155 | 438710 | Transfer Station | (1,200,000) | (1,097,297) | (1,253,203) | (1,112,331) | (1,253,203) | 1,253,203 | - | Other |
| 156 | 438750 | Landfill Tipping-City | (5,798,000) | (2,948,042) | (5,961,864) | (3,065,334) | (5,962,666) | 5,962,666 | - | Other |
| 157 | 438760 | Miscellaneous Landfill Revenues | - | (407,868) | - | (480,603) | - | (100,000) | (100,000) | Other |
| 158 | 438770 | Landfill Tipping- Roll off | - | (2,743,738) | - | (2,768,887) | - | - | - | Other |
| 159 | 470400 | Reimbursements/Refunds | - | (1,620) | - | (3,622) | - | | - | Other |
| 160 | 470510 | Sales- Basalt (Del Hur) | (100,000) | (168,518) | (130,000) | (119,654) | (163,000) | 32,000 | (131,000) | Other |
| 161 | 470700 | Sales - Glass Sales | - | (26,166) | - | (43,987) | (40,000) | | (40,000) | Other |
| 162 | | Uncovered Loads | - | - | - | - | - | (15,000) | (15,000) | Other |
| 163 | | Scrap Metal Sales | - | - | - | - | - | (28,400) | (28,400) | Other |
| 164 | | **Total Budgeted Revenues** | **$ (7,200,000)** | **$ (7,522,765)** | **$ (7,377,067)** | **$ (7,706,037)** | **$ (7,542,669)** | | **$ (318,200)** | |
| 165 | | | | | | | | | | |
| 166 | **Non-Budgeted Revenues** | | | | | | | | | |
| 167 | 471400 | Miscellaneous Revenues | $ - | $ 205 | $ - | $ 3,670 | $ - | | - | Other |
| 168 | 479900 | NSF/Stop Payments | - | (11,263) | - | (38,347) | - | | - | Other |
| 169 | 480020 | Interest on Investments | (24,517) | (100,819) | (215,647) | (459,014) | (210,447) | 210,447 | - | Other |
| 170 | 655811 | Interfund Transfer In From 811 (Equip Reserve Fund) | (2,013,832) | (2,013,832) | (1,838,224) | (1,838,224) | (1,662,733) | 1,662,733 | - | Other |
| 171 | 655810 | Interfund Transfer In From 810 (Operating Fund) | - | - | - | - | - | | - | Other |
| 172 | 655810 | Interfund Transfer In From 810 (Operating Fund) | - | - | - | - | - | | - | Other |
| 173 | 600300 | Unrealized Gains/Losses | - | - | - | (272,248) | - | | - | Other |
| 174 | | **Total Non-Budgeted Revenues** | **$ (2,038,349)** | **$ (2,125,709)** | **$ (2,053,871)** | **$ (2,604,162)** | **$ (1,873,180)** | | **$ -** | |
| 175 | | **Total Revenues** | **(9,238,349)** | **(9,648,474)** | **(9,430,938)** | **(10,310,199)** | **(9,415,849)** | | **(318,200)** | |
| 176 | | **Revenue Requirement** | **2,809,310** | **352,283** | **3,506,097** | **(535,628)** | **(2,140,369)** | | **7,426,530** | |
| 177 | | | | | | | | | | |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**5-Year Revenue Requirement**

| | OBJECT CODE | DESCRIPTION | TEST YEAR | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|---|---|
| | **Landfill Operations** | | | | | | | |
| 1 | 500110 | Salaries (General) | $1,242,742 | $1,280,024 | $1,318,425 | $1,357,978 | $1,398,717 | $1,440,679 |
| 2 | 500750 | Salaries (Temporary) | 96,822 | 99,727 | 102,718 | 105,800 | 108,974 | 112,243 |
| 3 | 501400 | Overtime | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 |
| 4 | 501510 | Worked Holiday @ 1.5 | - | - | - | - | - | - |
| 5 | 502000 | Annual Leave | - | - | - | - | - | - |
| 6 | 502010 | Personal Day | - | - | - | - | - | - |
| 7 | 502015 | Miscellaneous Leave | - | - | - | - | - | - |
| 8 | 502050 | Comp-time | - | - | - | - | - | - |
| 9 | 502100 | Sick Leave | - | - | - | - | - | - |
| 10 | 502200 | Incentives | 4,200 | 4,326 | 4,456 | 4,589 | 4,727 | 4,869 |
| 11 | 503100 | FICA | 101,873 | 111,042 | 121,035 | 131,928 | 143,802 | 156,744 |
| 12 | 503150 | Retirement (PERA) | 259,508 | 282,864 | 308,321 | 336,070 | 366,317 | 399,285 |
| 13 | 503160 | OPEB Expense GASB 75 | - | - | - | - | - | - |
| 14 | 503200 | Employee Health Insurance | 316,037 | 344,480 | 375,484 | 409,277 | 446,112 | 486,262 |
| 15 | 503250 | Retiree Health Care | 23,985 | 26,144 | 28,497 | 31,061 | 33,857 | 36,904 |
| 16 | 503300 | Unemployment Insurance | - | - | - | - | - | - |
| 17 | 503350 | Workers' Comp | 48,709 | 50,170 | 51,675 | 53,226 | 54,822 | 56,467 |
| 18 | 503400 | City Share Dental Insurance | 12,188 | 13,285 | 14,481 | 15,784 | 17,204 | 18,753 |
| 19 | 510200 | Legal Contract | 40,300 | 41,106 | 41,928 | 42,767 | 43,622 | 44,494 |
| 20 | 510250 | Compliance Services | 45,000 | 45,900 | 46,818 | 47,754 | 48,709 | 49,684 |
| 21 | 510300 | Professional Contracts | 22,500 | 22,950 | 23,409 | 23,877 | 24,355 | 24,842 |
| 22 | 510310 | Service Contracts | 144,700 | 147,594 | 150,546 | 153,557 | 156,628 | 159,760 |
| 23 | 510320 | Engineering Services | 30,000 | 30,600 | 31,212 | 31,836 | 32,473 | 33,122 |
| 24 | 510330 | Audit Services | 25,000 | 25,500 | 26,010 | 26,530 | 27,061 | 27,602 |
| 25 | 510600 | Reim. Share of Sales | 86,000 | 87,720 | 89,474 | 91,264 | 93,089 | 94,951 |
| 26 | 513950 | Gas Service | 21,000 | 21,420 | 21,848 | 22,285 | 22,954 | 23,643 |
| 27 | 514000 | Water Service | 23,000 | 23,460 | 23,929 | 24,408 | 24,896 | 25,394 |
| 28 | 514050 | Electric Service | 15,000 | 15,300 | 15,606 | 15,918 | 16,236 | 16,561 |
| 29 | 514100 | Communications Service | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 |
| 30 | 520100 | Rep and Maint Build/Struct | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 |
| 31 | 520200 | Rep & Maint Grounds/Rd | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| 32 | 520300 | Rep & Maint Furn/Fix/Equip | 14,000 | 14,000 | 14,000 | 14,000 | 14,000 | 14,000 |
| 33 | 520400 | Rep & Maint Machin & Equip | 300,000 | 315,000 | 330,750 | 347,288 | 357,706 | 368,437 |
| 34 | 520500 | Rep & Maint Vehicles | 13,000 | 13,650 | 14,333 | 15,049 | 15,501 | 15,966 |
| 35 | 530100 | Office Supplies | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 | 5,520 |
| 36 | 530200 | Operating Supplies | 26,000 | 26,520 | 27,050 | 27,591 | 28,143 | 28,706 |
| 37 | 530300 | Safety Supplies | 15,000 | 15,300 | 15,606 | 15,918 | 16,236 | 16,561 |
| 38 | 530400 | Food | - | - | - | - | - | - |
| 39 | 530500 | Uniform Clothing & Linen | 16,000 | 16,320 | 16,646 | 16,979 | 17,319 | 17,665 |
| 40 | 530600 | Software | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 41 | 530700 | Books/Subscrpts/Periodicals | 1,500 | 1,530 | 1,561 | 1,592 | 1,624 | 1,656 |
| 42 | 530710 | Software Subscriptions | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 | 5,520 |
| 43 | 530900 | Tires | 30,000 | 30,600 | 31,212 | 31,836 | 32,473 | 33,122 |
| 44 | 531000 | Gasoline | 15,000 | 15,300 | 15,606 | 15,918 | 16,396 | 16,888 |
| 45 | 531050 | Diesel | 195,000 | 198,900 | 202,878 | 206,936 | 213,144 | 219,538 |
| 46 | 540010 | Depreciation Expense | - | - | - | - | - | - |
| 47 | 545010 | Bad Debt Expense | - | - | - | - | - | - |
| 48 | 555250 | Gen Liab Dept Assessment | 80,672 | 82,285 | 83,931 | 85,610 | 87,322 | 89,068 |
| 49 | 555260 | Benefits Dept. Assessments | 11,426 | 11,655 | 11,888 | 12,125 | 12,368 | 12,615 |
| 50 | 555300 | Gen Liab-Third Party Admin | 96,976 | 98,916 | 100,894 | 102,912 | 104,970 | 107,069 |
| 51 | 555400 | Bond Expense | 2,000 | 2,040 | 2,081 | 2,122 | 2,165 | 2,208 |
| 52 | 555600 | Property Coverage | - | - | - | - | - | - |
| 53 | 560200 | Out of State Per Diem | 2,000 | 2,040 | 2,081 | 2,122 | 2,165 | 2,208 |
| 54 | 560250 | In State Per Diem | 3,000 | 3,060 | 3,121 | 3,184 | 3,247 | 3,312 |
| 55 | 560500 | Out of State Transportation | 2,000 | 2,040 | 2,081 | 2,122 | 2,165 | 2,208 |
| 56 | 560550 | In State Transportation | 2,000 | 2,040 | 2,081 | 2,122 | 2,165 | 2,208 |
| 57 | 560700 | Registration | 3,500 | 3,570 | 3,641 | 3,714 | 3,789 | 3,864 |
| 58 | 561000 | Postage and Mail Service | 1,200 | 1,224 | 1,248 | 1,273 | 1,299 | 1,325 |
| 59 | 561200 | Employee Training/Tuition | 10,000 | 10,200 | 10,404 | 10,612 | 10,824 | 11,041 |
| 60 | 561350 | Penalty Expense | - | - | - | - | - | - |
| 61 | 561400 | Gross Receipt Taxes | - | - | - | - | - | - |
| 62 | 561700 | Credit Card Fees | - | - | - | - | - | - |
| 63 | 561750 | Bank Charges & Fees | 5,200 | 5,304 | 5,410 | 5,518 | 5,629 | 5,741 |
| 64 | 561800 | Print/Publish | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 | 5,520 |
| 65 | 561850 | Advertising | 13,000 | 13,260 | 13,525 | 13,796 | 14,072 | 14,353 |
| 66 | 561900 | Dues | 3,000 | 3,060 | 3,121 | 3,184 | 3,247 | 3,312 |
| 67 | 562550 | Land/Building Rental | 200 | 204 | 208 | 212 | 216 | 221 |
| 68 | 562600 | Equipment/Machinery Rental | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 | 5,520 |
| 69 | 563100 | Svcs of other City Depts | 93,693 | 95,567 | 97,478 | 99,428 | 101,416 | 103,445 |
| 70 | 570400 | Building & Structures | - | - | - | - | - | - |
| 71 | 570500 | Equipmnt & Machinery NonExempt | - | 598,201 | 725,093 | 1,450,185 | 1,812,731 | 2,175,278 |
| 72 | 570800 | Data Processing Eqp NonExempt | - | - | - | - | - | - |
| 73 | 571000 | Vehicles > 1.5 Tons | - | - | - | - | - | - |
| 74 | 571900 | Equipment & Machinery | - | - | - | - | - | - |
| 75 | 572400 | Inventory Exempt Equipment | 20,000 | 20,400 | 20,808 | 21,224 | 21,649 | 22,082 |
| 76 | 572800 | Data Processing Eqp InvExempt | - | - | - | - | - | - |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**5-Year Revenue Requirement**

| | OBJECT CODE | DESCRIPTION | TEST YEAR | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|---|---|
| 77 | 755811 | Interfund Transfer Out To 811 (Equip fund) | - | - | - | - | - | - |
| 78 | 755812 | Interfund Transfer Out To 812 (Gas Collection) | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| 79 | 755815 | Interfund Transfer Out To 815 (Closure/Post-Closure) | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 | 75,000 |
| 80 | | Cell Development | 200,000 | 200,000 | 150,000 | - | - | - |
| 81 | | **Total Landfill Operations Budget** | **$4,144,931** | **$4,887,217** | **$5,116,458** | **$5,852,770** | **$6,381,267** | **$6,919,544** |
| 82 | | | | | | | | |
| 83 | **Recycling Operations** | | | | | | | |
| 84 | | | | | | | | |
| 85 | 500110 | Salaries (General) | $ 698,298 | $ 719,247 | $ 740,824 | $ 763,049 | $ 785,941 | $ 809,519 |
| 86 | 500110 | Proposed raises | 38,255 | 39,403 | 40,585 | 41,802 | 43,056 | 44,348 |
| 87 | 501400 | Overtime | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 |
| 88 | 501510 | Worked Holiday @ 1.5 | - | - | - | - | - | - |
| 89 | 501512 | Worked Holiday @ 2.5 | - | - | - | - | - | - |
| 90 | 502000 | Annual Leave | - | - | - | - | - | - |
| 91 | 502015 | Personal Day | - | - | - | - | - | - |
| 92 | 502115 | Miscellaneous Leave | - | - | - | - | - | - |
| 92 | 502050 | Comp-time | - | - | - | - | - | - |
| 93 | 502100 | Sick Leave | - | - | - | - | - | - |
| 94 | 502115 | Union Business | - | - | - | - | - | - |
| 95 | 502200 | Incentives | 4,200 | 4,578 | 4,990 | 5,439 | 5,929 | 6,462 |
| 96 | 503100 | FICA | 56,419 | 61,497 | 67,031 | 73,064 | 79,640 | 86,808 |
| 97 | 503150 | Retirement (PERA) | 151,201 | 164,809 | 179,642 | 195,810 | 213,433 | 232,641 |
| 98 | 503200 | Employee Health Insurance | 192,964 | 210,331 | 229,261 | 249,894 | 272,384 | 296,899 |
| 99 | 503250 | Retiree Health Care | 14,050 | 15,315 | 16,693 | 18,195 | 19,833 | 21,618 |
| 100 | 503300 | Unemployment Insurance | - | - | - | - | - | - |
| 101 | 503350 | Workers' Comp | 35,785 | 39,006 | 42,516 | 46,343 | 50,513 | 55,060 |
| 102 | 503400 | City Share Dental Insurance | 8,652 | 9,431 | 10,279 | 11,205 | 12,213 | 13,312 |
| 103 | 510250 | Compliance Services | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 | 5,520 |
| 104 | 510300 | Professional Contracts | 2,500 | 2,550 | 2,601 | 2,653 | 2,706 | 2,760 |
| 105 | 510310 | Service Contracts | 1,367,300 | 1,394,646 | 1,422,539 | 1,450,990 | 1,480,009 | 1,509,610 |
| 106 | 510320 | Engineering Svcs | - | - | - | - | - | - |
| 107 | 513950 | Gas Service | 4,000 | 4,080 | 4,162 | 4,245 | 4,330 | 4,416 |
| 108 | 514000 | Water Service | 4,000 | 4,080 | 4,162 | 4,245 | 4,330 | 4,416 |
| 109 | 514050 | Electric Service | 50,000 | 51,000 | 52,020 | 53,060 | 54,652 | 56,292 |
| 110 | 514100 | Communications Service | 29,000 | 29,580 | 30,172 | 30,775 | 31,391 | 32,018 |
| 111 | 520100 | Rep and Maint Build/Struct | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 | 60,000 |
| 112 | 520200 | Rep & Maint Grounds/Rd | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 | 5,000 |
| 113 | 520300 | Rep & Maint Furn/Fix/Equip | 13,000 | 13,000 | 13,000 | 13,000 | 13,000 | 13,000 |
| 114 | 520400 | Rep & Maint Machin & Equip | 230,000 | 241,500 | 253,575 | 266,254 | 274,241 | 282,469 |
| 115 | 520500 | Rep & Maint Vehicles | 10,000 | 10,500 | 11,025 | 11,576 | 11,924 | 12,281 |
| 116 | 530100 | Office Supplies | 4,000 | 4,080 | 4,162 | 4,245 | 4,330 | 4,416 |
| 117 | 530200 | Operating Supplies | 15,000 | 15,300 | 15,606 | 15,918 | 16,236 | 16,561 |
| 118 | 530300 | Safety Supplies | 25,000 | 25,500 | 26,010 | 26,530 | 27,061 | 27,602 |
| 119 | 530400 | Food | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 120 | 530500 | Uniform Clothing & Linen | 11,875 | 12,113 | 12,355 | 12,602 | 12,854 | 13,111 |
| 121 | 530600 | Software | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 122 | 530700 | Books/Subscrpts/Periodicals | 6,000 | 6,120 | 6,242 | 6,367 | 6,495 | 6,624 |
| 123 | 530900 | Tires | 35,000 | 35,700 | 36,414 | 37,142 | 37,885 | 38,643 |
| 124 | 531000 | Gasoline | 4,000 | 4,080 | 4,162 | 4,245 | 4,372 | 4,503 |
| 125 | 531050 | Diesel | 135,000 | 137,700 | 140,454 | 143,263 | 147,561 | 151,988 |
| 126 | 560200 | Out of State Per Diem | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 127 | 560250 | In State Per Diem | 2,500 | 2,550 | 2,601 | 2,653 | 2,706 | 2,760 |
| 128 | 560500 | Out of State Transportation | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 129 | 560550 | In State Transportation | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 130 | 560700 | Registration | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 131 | 561000 | Postage and Mail Service | - | - | - | - | - | - |
| 132 | 561200 | Employee Training/Tuition | 12,000 | 12,240 | 12,485 | 12,734 | 12,989 | 13,249 |
| 133 | 561750 | Bank Charges & Fees | 11,800 | 12,036 | 12,277 | 12,522 | 12,773 | 13,028 |
| 134 | 561850 | Advertising | 30,000 | 30,600 | 31,212 | 31,836 | 32,473 | 33,122 |
| 135 | 561900 | Dues | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 |
| 136 | 562550 | Land/Building Rental | 266,000 | 271,320 | 276,746 | 282,281 | 287,927 | 293,685 |
| 137 | 562600 | Equipment/Machinery Rental | 5,000 | 5,100 | 5,202 | 5,306 | 5,412 | 5,520 |
| 138 | 570400 | Building & Structure NonExempt | - | - | - | - | - | - |
| 139 | 570500 | Equipmnt & Machinery NonExempt | - | 226,799 | 274,907 | 549,815 | 687,269 | 824,722 |
| 140 | 570800 | Data Processing Eqp NonExempt | - | - | - | - | - | - |
| 141 | 570950 | Vehicles < 1.5 | - | - | - | - | - | - |
| 142 | 571000 | Vehicles > 1.5 Tons | - | - | - | - | - | - |
| 143 | 572400 | Inventory Exempt Equipment | 10,000 | 10,200 | 10,404 | 10,612 | 10,824 | 11,041 |
| 144 | 572800 | Data Processing Eqp InvExempt | - | - | - | - | - | - |
| 145 | | Capital Improvements | - | - | 100,000 | 100,000 | 50,000 | 50,000 |
| 146 | | **Total BuRRT Budget** | **$3,599,799** | **$3,943,228** | **$4,213,800** | **$4,617,406** | **$4,836,680** | **$5,112,756** |
| 147 | | **TOTAL OPERATING BUDGET** | **$7,744,730** | **$8,830,445** | **$9,330,257** | **$10,470,176** | **$11,217,947** | **$12,032,300** |
| 148 | | | | | | | | |
| 149 | | | | | | | | |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**5-Year Revenue Requirement**

| | OBJECT CODE | DESCRIPTION | TEST YEAR | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|---|---|
| 150 | **Revenues** | | | | | | | |
| 151 | | | | | | | | |
| 152 | **Budgeted Revenues** | | | | | | | |
| 153 | 438613 | Recycle-Compost & Mulch | $ (3,800) | $ (3,800) | $ (3,800) | $ (3,800) | $ (3,800) | $ (3,800) |
| 154 | 438615 | Recycle-Miscellaneous | - | - | - | - | - | - |
| 155 | 438710 | Transfer Station | - | - | - | - | - | - |
| 156 | 438750 | Landfill Tipping-City | - | - | - | - | - | - |
| 157 | 438760 | Miscellaneous Landfill Revenues | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| 158 | 438770 | Landfill Tipping- Roll off | - | - | - | - | - | - |
| 159 | 470400 | Reimbursements/Refunds | - | - | - | - | - | - |
| 160 | 470510 | Sales- Basalt (Del Hur) | (131,000) | (131,000) | (131,000) | (131,000) | (131,000) | (131,000) |
| 161 | 470700 | Sales - Glass Sales | (40,000) | (40,000) | (40,000) | (40,000) | (40,000) | (40,000) |
| 162 | | Uncovered Loads | (15,000) | (15,000) | (15,000) | (15,000) | (15,000) | (15,000) |
| 163 | | Scrap Metal Sales | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) |
| 164 | | **Total Budgeted Revenues** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** |
| 165 | | | | | | | | |
| 166 | **Non-Budgeted Revenues** | | | | | | | |
| 167 | 471400 | Miscellaneous Revenues | $ - | $ - | $ - | $ - | $ - | $ - |
| 168 | 479900 | NSF/Stop Payments | - | - | - | - | - | - |
| 169 | 480020 | Interest on Investments | - | - | - | - | - | - |
| 170 | 655811 | Interfund Transfer In From 811 (Equip Reserve Fund) | - | - | - | - | - | - |
| 171 | 655810 | Interfund Transfer In From 810 (Operating Fund) | - | - | - | - | - | - |
| 172 | 655810 | Interfund Transfer In From 810 (Operating Fund) | - | - | - | - | - | - |
| 173 | 600300 | Unrealized Gains/Losses | - | - | - | - | - | - |
| 174 | | **Total Non-Budgeted Revenues** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** | **$ -** |
| 175 | | **Total Revenues** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** |
| 176 | | **Revenue Requirement** | **$ 7,426,530** | **$ 8,512,245** | **$ 9,012,057** | **$ 10,151,976** | **$ 10,899,747** | **$ 11,714,100** |

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**Santa Fe Solid Waste Mangement Agency**
**Solid Waste Cost of Service and Rate Design Study**
**5-Year Revenue Requirement Summary**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Caja del Rio Landfill** | | | | | |
| 2 | Disposal | $ 1,774,975 | $ 1,934,862 | $ 2,581,390 | $ 2,934,252 | $ 3,290,589 |
| 3 | Cell Development | 358,935 | 326,843 | 256,582 | 299,314 | 342,414 |
| 4 | Composting | 3,765 | 3,954 | 4,156 | 4,372 | 4,603 |
| 5 | Administration | 932,401 | 969,268 | 1,011,748 | 1,054,540 | 1,099,907 |
| 6 | Operation & Maintenance | 1,238,446 | 1,276,124 | 1,346,011 | 1,398,964 | 1,453,737 |
| | | $ 4,308,522 | $ 4,511,051 | $ 5,199,888 | $ 5,691,442 | $ 6,191,250 |
| 7 | **Buckman Road Recycling and Transfer Station (BuRRT)** | | | | | |
| 8 | Transfer Station | $ 885,219 | $ 1,013,302 | $ 1,149,246 | $ 1,200,837 | $ 1,292,555 |
| 9 | Material Recovery Facility | 1,006,556 | 1,063,567 | 1,142,966 | 1,181,687 | 1,233,569 |
| 10 | HHW Collection | 244,932 | 252,981 | 263,776 | 273,389 | 283,406 |
| 11 | Green waste processing | 636,257 | 676,940 | 792,112 | 862,044 | 933,459 |
| 12 | Glass recycling | 194,249 | 202,657 | 229,091 | 244,611 | 260,291 |
| 13 | White goods | 26,794 | 28,341 | 31,029 | 33,168 | 35,412 |
| 14 | Tires | 86,143 | 88,371 | 90,684 | 93,087 | 95,586 |
| 15 | E-waste | 64,942 | 66,917 | 69,659 | 72,043 | 74,514 |
| 16 | Administration | 277,177 | 284,862 | 297,144 | 306,985 | 317,085 |
| 17 | Operation & Maintenance | 1,099,653 | 1,141,268 | 1,204,581 | 1,258,654 | 1,315,172 |
| | | $ 4,521,923 | $ 4,819,206 | $ 5,270,288 | $ 5,526,506 | $ 5,841,050 |
| 18 | **Total Expenses** | **$ 8,830,445** | **$ 9,330,257** | **$ 10,470,176** | **$ 11,217,947** | **$ 12,032,300** |
| 19 | **Total Miscellaneous Revenues** | | | | | |
| 20 | Mulch Sales and Compost Sales | ($3,800) | $ (3,800) | $ (3,800) | $ (3,800) | $ (3,800) |
| 21 | Sales- Basalt (Del Hur) | (131,000) | (131,000) | (131,000) | (131,000) | (131,000) |
| 22 | Sales - Glass Sales | (40,000) | (40,000) | (40,000) | (40,000) | (40,000) |
| 23 | Uncovered Loads | (15,000) | (15,000) | (15,000) | (15,000) | (15,000) |
| 24 | Scrap Metal Sales | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) |
| | Miscellaneous Landfill Revenues | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| 25 | **Total Revenues** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** | **$ (318,200)** |
| 26 | **Net Revenue Requirement** | **$ 8,512,245** | **$ 9,012,057** | **$ 10,151,976** | **$ 10,899,747** | **$ 11,714,100** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Caja del Rio Cost of Service**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Caja del Rio Landfill** | | | | | |
| 2 | **Disposal Cost Allocation** | | | | | |
| 3 | Disposal | $ 1,774,975 | $ 1,934,862 | $ 2,581,390 | $ 2,934,252 | $ 3,290,589 |
| 4 | Cell Development | 358,935 | 326,843 | 256,582 | 299,314 | 342,414 |
| 5 | Composting | 3,765 | 3,954 | 4,156 | 4,372 | 4,603 |
| 6 | Administration | 932,401 | 969,268 | 1,011,748 | 1,054,540 | 1,099,907 |
| 7 | Operation & Maintenance | 1,238,446 | 1,276,124 | 1,346,011 | 1,398,964 | 1,453,737 |
| | | **$ 4,308,522** | **$ 4,511,051** | **$ 5,199,888** | **$ 5,691,442** | **$ 6,191,250** |
| 8 | **Caja del Rio Miscellaneous Revenues** | | | | | |
| 9 | Sales- Basalt (Del Hur) | $ (131,000) | $ (131,000) | $ (131,000) | $ (131,000) | $ (131,000) |
| 10 | Uncovered Loads | (3,750) | (3,750) | (3,750) | (3,750) | (3,750) |
| 11 | Miscellaneous Landfill Revenues | (100,000) | (100,000) | (100,000) | (100,000) | (100,000) |
| 12 | Total Miscellaneous Revenues | **$ (234,750)** | **$ (234,750)** | **$ (234,750)** | **$ (234,750)** | **$ (234,750)** |
| 13 | **Net Revenue Requirement** | **$ 4,073,772** | **$ 4,276,301** | **$ 4,965,138** | **$ 5,456,692** | **$ 5,956,500** |
| 14 | **Caja del Rio Landfill Tonnage** | | | | | |
| 15 | BuRRT | 25,568 | 25,824 | 26,082 | 26,343 | 26,606 |
| 16 | Commercial, C&D, Others | 95,654 | 96,611 | 97,577 | 98,552 | 99,537 |
| 17 | Residential | 45,569 | 46,025 | 46,486 | 46,950 | 47,419 |
| 18 | WWTP & WTP Sludge | 1,875 | 1,894 | 1,913 | 1,932 | 1,951 |
| 19 | **Total** | 168,666 | 170,354 | 172,058 | 173,777 | 175,513 |
| 20 | **Cost per Ton (Excluding BuRRT Tonnage)** | **$ 28.47** | **$ 29.59** | **$ 34.01** | **$ 37.01** | **$ 40.00** |
| 21 | **Cost per Ton (Including BuRRT Tonnage)** | **$ 24.15** | **$ 25.10** | **$ 28.86** | **$ 31.40** | **$ 33.94** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**BuRRT Cost of Service & Indirect Cost Allocations**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Buckman Road Recycling and Transfer Station (BuRRT)** | | | | | |
| 2 | **Expenses** | | | | | |
| 3 | Transfer Station | $ 885,219 | $ 1,013,302 | $ 1,149,246 | $ 1,200,837 | $ 1,292,555 |
| 4 | Material Recovery facility | 1,006,556 | 1,063,567 | 1,142,966 | 1,181,687 | 1,233,569 |
| 5 | HHW Collection | 244,932 | 252,981 | 263,776 | 273,389 | 283,406 |
| 6 | Green waste processing | 636,257 | 676,940 | 792,112 | 862,044 | 933,459 |
| 7 | Glass recycling | 194,249 | 202,657 | 229,091 | 244,611 | 260,291 |
| 8 | White goods | 26,794 | 28,341 | 31,029 | 33,168 | 35,412 |
| 9 | Tires | 86,143 | 88,371 | 90,684 | 93,087 | 95,586 |
| 10 | E-waste | 64,942 | 66,917 | 69,659 | 72,043 | 74,514 |
| 11 | Administration | 277,177 | 284,862 | 297,144 | 306,985 | 317,085 |
| 12 | Operation & Maintenance | 1,099,653 | 1,141,268 | 1,204,581 | 1,258,654 | 1,315,172 |
| | | **$ 4,521,923** | **$ 4,819,206** | **$ 5,270,288** | **$ 5,526,506** | **$ 5,841,050** |
| 13 | **Miscellaneous Revenue Offsets** | | | | | |
| 14 | Mulch Sales and Compost Sales | ($3,800) | ($3,800) | ($3,800) | ($3,800) | ($3,800) |
| 15 | Sales - Glass Sales | (40,000) | (40,000) | (40,000) | (40,000) | (40,000) |
| 16 | Uncovered Loads | (11,250) | (11,250) | (11,250) | (11,250) | (11,250) |
| 17 | Scrap Metal Sales | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) |
| | | **$ (83,450)** | **$ (83,450)** | **$ (83,450)** | **$ (83,450)** | **$ (83,450)** |
| 18 | **Net Revenue Requirement** | **$ 4,438,473** | **$ 4,735,756** | **$ 5,186,838** | **$ 5,443,056** | **$ 5,757,600** |
| 19 | **Indirect Cost Allocation** | | | | | |
| 20 | Administration | 277,177 | 284,862 | 297,144 | 306,985 | 317,085 |
| 21 | Operation & Maintenance | 1,099,653 | 1,141,268 | 1,204,581 | 1,258,654 | 1,315,172 |
| 22 | **Administration** | | | | | |
| 23 | Transfer Station | $ 78,014 | $ 85,071 | $ 90,616 | $ 93,070 | $ 97,380 |
| 24 | Material Recovery facility | 88,708 | 89,291 | 90,121 | 91,586 | 92,936 |
| 25 | HHW Collection | 21,586 | 21,239 | 20,798 | 21,189 | 21,351 |
| 26 | Green waste processing | 56,073 | 56,832 | 62,457 | 66,812 | 70,326 |
| 27 | Glass recycling | 17,119 | 17,014 | 18,063 | 18,958 | 19,610 |
| 28 | White goods | 2,361 | 2,379 | 2,447 | 2,571 | 2,668 |
| 29 | Tires | 7,592 | 7,419 | 7,150 | 7,215 | 7,201 |
| 30 | E-waste | 5,723 | 5,618 | 5,492 | 5,584 | 5,614 |
| 31 | **Total Administration** | **$ 277,177** | **$ 284,862** | **$ 297,144** | **$ 306,985** | **$ 317,085** |
| 32 | **Operation & Maintenance** | | | | | |
| 33 | Transfer Station | $ 354,095 | $ 387,445 | $ 413,928 | $ 429,100 | $ 452,677 |
| 34 | Material Recovery facility | 402,631 | 406,664 | 411,666 | 422,257 | 432,019 |
| 35 | HHW Collection | | | | | |
| 36 | Green waste processing | 254,508 | 258,834 | 285,298 | 308,038 | 326,915 |
| 37 | Glass recycling | 77,701 | 77,488 | 82,513 | 87,408 | 91,159 |
| 38 | White goods | 10,718 | 10,837 | 11,176 | 11,852 | 12,402 |
| 39 | Tires | | | | | |
| 40 | E-waste | | | | | |
| 41 | **Total Operation & Maintenance** | **$ 1,099,653** | **$ 1,141,268** | **$ 1,204,581** | **$ 1,258,654** | **$ 1,315,172** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Transfer Station & Material Recovery Facility (MRF) Cost of Service**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Buckman Road Recycling and Transfer Station (BuRRT)** | | | | | |
| 2 | **Expenses** | | | | | |
| 3 | Transfer Station | $ 885,219 | $ 1,013,302 | $ 1,149,246 | $ 1,200,837 | $ 1,292,555 |
| 4 | Administration | 78,014 | 85,071 | 90,616 | 93,070 | 97,380 |
| 5 | Operation & Maintenance | 354,095 | 387,445 | 413,928 | 429,100 | 452,677 |
| | | **$ 1,317,329** | **$ 1,485,818** | **$ 1,653,789** | **$ 1,723,007** | **$ 1,842,612** |
| 6 | **Miscellaneous Revenue Offsets** | | | | | |
| 7 | Uncovered Loads | (11,250) | (11,250) | (11,250) | (11,250) | (11,250) |
| 8 | Scrap Metal Sales | (28,400) | (28,400) | (28,400) | (28,400) | (28,400) |
| | | **$ (39,650)** | **$ (39,650)** | **$ (39,650)** | **$ (39,650)** | **$ (39,650)** |
| 9 | **Net Revenue Requirement** | **$ 1,277,679** | **$ 1,446,168** | **$ 1,614,139** | **$ 1,683,357** | **$ 1,802,962** |
| 10 | **Disposal Tonnage Accepted at Transfer Station** | 25,568 | 25,824 | 26,082 | 26,343 | 26,606 |
| 11 | **Cost per Ton** | **$ 49.97** | **$ 56.00** | **$ 61.89** | **$ 63.90** | **$ 67.77** |
| 12 | **Material Recovery Facility** | | | | | |
| 13 | **Expenses** | | | | | |
| 14 | Direct MRF Cost | $ 1,006,556 | $ 1,063,567 | $ 1,142,966 | $ 1,181,687 | $ 1,233,569 |
| 15 | Administration | 88,708 | 89,291 | 90,121 | 91,586 | 92,936 |
| 16 | Operation & Maintenance | 402,631 | 406,664 | 411,666 | 422,257 | 432,019 |
| | | **$ 1,497,895** | **$ 1,559,522** | **$ 1,644,753** | **$ 1,695,531** | **$ 1,758,524** |
| 17 | **Miscellaneous Revenue Offsets** | | | | | |
| 18 | **Net Revenue Requirement** | **$ 1,497,895** | **$ 1,559,522** | **$ 1,644,753** | **$ 1,695,531** | **$ 1,758,524** |
| 19 | **Recycling Tonnage*** | 10,280 | 10,383 | 10,487 | 10,592 | 10,698 |
| 20 | **Cost per Ton** | **$ 145.71** | **$ 150.20** | **$ 156.84** | **$ 160.08** | **$ 164.38** |

*Excludes glass recycling
**Approximately 10% of recycling tons are coming from the BuRRT drop-off center

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Miscellaneous COS: HHW, Tires, E-Waste, White Goods, Glass Recycling, Green Waste**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Household Hazardous Waste (HHW)** | | | | | |
| 2 | **Expenses** | | | | | |
| 3 | HHW | $ 244,932 | $ 252,981 | $ 263,776 | $ 273,389 | $ 283,406 |
| 4 | Administration | 21,586 | 21,239 | 20,798 | 21,189 | 21,351 |
| 5 | Operation & Maintenance | - | - | - | - | - |
| 6 | **Net Revenue Requirement** | **$ 266,518** | **$ 274,220** | **$ 284,574** | **$ 294,578** | **$ 304,757** |
| 7 | **HHW Pounds** | 132,000 | 134,000 | 136,000 | 138,000 | 140,000 |
| 8 | **Cost per Pound** | **$ 2.02** | **$ 2.05** | **$ 2.09** | **$ 2.13** | **$ 2.18** |
| 9 | **Tires Cost of Service** | | | | | |
| 10 | **Expenses** | | | | | |
| 11 | Tires | $ 86,143 | $ 88,371 | $ 90,684 | $ 93,087 | $ 95,586 |
| 12 | Administration | 7,592 | 7,419 | 7,150 | 7,215 | 7,201 |
| 13 | Operation & Maintenance | - | - | - | - | - |
| 14 | **Net Revenue Requirement** | **$ 93,735** | **$ 95,790** | **$ 97,834** | **$ 100,302** | **$ 102,788** |
| 15 | **Tire Tonnage** | 28,688 | 28,944 | 29,201 | 29,458 | 29,716 |
| 16 | **Cost per Ton** | **$ 3.27** | **$ 3.31** | **$ 3.35** | **$ 3.40** | **$ 3.46** |
| 17 | **E-Waste Cost of Service** | | | | | |
| 18 | **Expenses** | | | | | |
| 19 | E-Waste | $ 64,942 | $ 66,917 | $ 69,659 | $ 72,043 | $ 74,514 |
| 20 | Administration | 5,723 | 5,618 | 5,492 | 5,584 | 5,614 |
| 21 | Operation & Maintenance | - | - | - | - | - |
| 22 | **Net Revenue Requirement** | **$ 70,666** | **$ 72,535** | **$ 75,152** | **$ 77,626** | **$ 80,127** |
| 23 | **E-Waste Tonnage** | 108 | 109 | 110 | 111 | 112 |
| 24 | **Cost per Ton** | **$ 654.31** | **$ 665.46** | **$ 683.20** | **$ 699.34** | **$ 715.42** |
| 25 | **White Goods Cost of Service** | | | | | |
| 26 | **Expenses** | | | | | |
| 27 | White Goods | $ 26,794 | $ 28,341 | $ 31,029 | $ 33,168 | $ 35,412 |
| 28 | Administration | 2,361 | 2,379 | 2,447 | 2,571 | 2,668 |
| 29 | Operation & Maintenance | 10,718 | 10,837 | 11,176 | 11,852 | 12,402 |
| 30 | **Net Revenue Requirement** | **$ 39,874** | **$ 41,557** | **$ 44,652** | **$ 47,591** | **$ 50,482** |
| 31 | **White Goods Tonnage** | 1,093 | 1,104 | 1,115 | 1,126 | 1,137 |
| 32 | **Cost per Ton** | **$ 36.48** | **$ 37.64** | **$ 40.05** | **$ 42.27** | **$ 44.40** |
| 33 | **Green Waste Processing Cost of Service** | | | | | |
| 34 | **Expenses** | | | | | |
| 35 | Green Waste | $ 636,257 | $ 676,940 | $ 792,112 | $ 862,044 | $ 933,459 |
| 36 | Administration | 56,073 | 56,832 | 62,457 | 66,812 | 70,326 |
| 37 | Operation & Maintenance | 254,508 | 258,834 | 285,298 | 308,038 | 326,915 |
| 38 | **Revenue Requirement** | **$ 946,839** | **$ 992,605** | **$ 1,139,867** | **$ 1,236,894** | **$ 1,330,700** |
| 39 | Revenue Offsets | | | | | |
| 40 | Mulch Sales and Compost Sales | **($3,800)** | **($3,800)** | **($3,800)** | **($3,800)** | **($3,800)** |
| 41 | **Net Revenue Requirement** | **$ 943,039** | **$ 988,805** | **$ 1,136,067** | **$ 1,233,094** | **$ 1,326,900** |
| 42 | **Green Waste Tonnage** | 6,762 | 6,830 | 6,898 | 6,967 | 7,037 |
| 43 | **Cost per Ton** | **$ 139.46** | **$ 144.77** | **$ 164.70** | **$ 176.99** | **$ 188.56** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Miscellaneous COS: HHW, Tires, E-Waste, White Goods, Glass Recycling, Green Waste**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 44 | **Glass Recycling Cost of Service** | | | | | |
| 45 | **Expenses** | | | | | |
| 46 | Glass Recycling | $ 194,249 | $ 202,657 | $ 229,091 | $ 244,611 | $ 260,291 |
| 47 | Administration | 17,119 | 17,014 | 18,063 | 18,958 | 19,610 |
| 48 | Operation & Maintenance | 77,701 | 77,488 | 82,513 | 87,408 | 91,159 |
| 49 | **Revenue Requirement** | **$ 289,069** | **$ 297,159** | **$ 329,667** | **$ 350,977** | **$ 371,060** |
| 50 | Revenue Offsets | | | | | |
| 51 | Sales - Glass Sales | **($40,000)** | **($40,000)** | **($40,000)** | **($40,000)** | **($40,000)** |
| 52 | **Net Revenue Requirement** | **$ 249,069** | **$ 257,159** | **$ 289,667** | **$ 310,977** | **$ 331,060** |
| 53 | **Glass Tonnage** | 1,775 | 1,793 | 1,811 | 1,829 | 1,848 |
| 54 | **Cost per Ton** | **$ 140.32** | **$ 143.42** | **$ 159.95** | **$ 170.03** | **$ 179.14** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Over / (Under) - Current Rates**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Revenues Realized Under Current Rates** | | | | | |
| 2 | Caja del Rio Landfill Revenues | **$ 5,723,920** | **$ 5,781,200** | **$ 5,839,040** | **$ 5,897,360** | **$ 5,956,280** |
| 3 | BuRRT Revenues | | | | | |
| 4 | Total BuRRT Disposal Revenues | $ 1,078,444 | $ 1,089,237 | $ 1,100,116 | $ 1,111,122 | $ 1,122,232 |
| 5 | Total Glass Revenues from Incoming Tonnage | 19,695 | 19,890 | 20,085 | 20,280 | 20,490 |
| 6 | Total Green Waste Revenues from Incoming Tonnage | 135,240 | 136,600 | 137,960 | 139,340 | 140,740 |
| 7 | Total Scrap Metal Revenues from Incoming Tonnage | 4,200 | 4,245 | 4,290 | 4,335 | 4,380 |
| 8 | Total E-Waste Revenues | 5,400 | 5,450 | 5,500 | 5,550 | 5,600 |
| 9 | Total HHW Revenues | 3,300 | 3,350 | 3,400 | 3,450 | 3,500 |
| 10 | Total Tire Revenues | 43,392 | 43,778 | 44,164 | 44,550 | 44,938 |
| 11 | Total White Goods Revenues | 7,410 | 7,485 | 7,560 | 7,635 | 7,710 |
| 12 | **Total Transfer Station Revenues** | **$ 1,297,081** | **$ 1,310,035** | **$ 1,323,075** | **$ 1,336,262** | **$ 1,349,590** |
| 13 | **Total Revenues** | **$ 7,021,001** | **$ 7,091,235** | **$ 7,162,115** | **$ 7,233,622** | **$ 7,305,870** |
| 14 | **Caja del Rio Landfill** | | | | | |
| 15 | Caja del Rio Net Revenue Requirement | $ 4,073,772 | $ 4,276,301 | $ 4,965,138 | $ 5,456,692 | $ 5,956,500 |
| 16 | Caja del Rio Landfill Revenues | 5,723,920 | 5,781,200 | 5,839,040 | 5,897,360 | 5,956,280 |
| 17 | Over/(Under) | **$ 1,650,148** | **$ 1,504,899** | **$ 873,902** | **$ 440,668** | **$ (220)** |
| 18 | Cumulative Over / (Under) | **$ 1,650,148** | **$ 3,155,046** | **$ 4,028,949** | **$ 4,469,617** | **$ 4,469,397** |
| 19 | **BuRRT** | | | | | |
| 20 | Transfer Station Net Revenue Requirement | $ 1,277,679 | $ 1,446,168 | $ 1,614,139 | $ 1,683,357 | $ 1,802,962 |
| 21 | MRF Net Revenue Requirement | 1,497,895 | 1,559,522 | 1,644,753 | 1,695,531 | 1,758,524 |
| 22 | Transfer Station Disposal Revenues | 1,078,444 | 1,089,237 | 1,100,116 | 1,111,122 | 1,122,232 |
| 23 | Scrap Metal Revenues from Incoming Tonnage | 4,200 | 4,245 | 4,290 | 4,335 | 4,380 |
| 24 | Over/(Under) | **$ (1,692,930)** | **$ (1,912,208)** | **$ (2,154,486)** | **$ (2,263,430)** | **$ (2,434,873)** |
| 25 | Cumulative Over / (Under) | **$ (1,692,930)** | **$ (3,605,137)** | **$ (5,759,623)** | **$ (8,023,054)** | **$ (10,457,927)** |
| 26 | **Glass Revenue Requirement** | $ 289,069 | $ 297,159 | $ 329,667 | $ 350,977 | $ 371,060 |
| 27 | Glass Revenues from Incoming Tonnage | 19,695 | 19,890 | 20,085 | 20,280 | 20,490 |
| 28 | Glass Sales | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 |
| 29 | Over/(Under) | **$ (229,374)** | **$ (237,269)** | **$ (269,582)** | **$ (290,697)** | **$ (310,570)** |
| 30 | Cumulative Over / (Under) | **$ (229,374)** | **$ (466,643)** | **$ (736,225)** | **$ (1,026,922)** | **$ (1,337,492)** |
| 31 | **Green Waste Revenue Requirement** | $ 946,839 | $ 992,605 | $ 1,139,867 | $ 1,236,894 | $ 1,330,700 |
| 32 | Green Waste Revenues from Incoming Tonnage | 135,240 | 136,600 | 137,960 | 139,340 | 140,740 |
| 33 | Mulch Sales and Compost Sales | 3,800 | 3,800 | 3,800 | 3,800 | 3,800 |
| 34 | Over/(Under) | **$ (807,799)** | **$ (852,205)** | **$ (998,107)** | **$ (1,093,754)** | **$ (1,186,160)** |
| 35 | Cumulative Over / (Under) | **$ (807,799)** | **$ (1,660,004)** | **$ (2,658,111)** | **$ (3,751,865)** | **$ (4,938,024)** |
| 36 | **E-Waste Revenue Requirement** | $ 70,666 | $ 72,535 | $ 75,152 | $ 77,626 | $ 80,127 |
| 37 | E-Waste Revenues from Incoming Tonnage | 5,400 | 5,450 | 5,500 | 5,550 | 5,600 |
| 38 | Over/(Under) | **$ (65,266)** | **$ (67,085)** | **$ (69,652)** | **$ (72,076)** | **$ (74,527)** |
| 39 | Cumulative Over / (Under) | **$ (65,266)** | **$ (132,351)** | **$ (202,002)** | **$ (274,079)** | **$ (348,606)** |
| 40 | **HHW Revenue Requirement** | $ 266,518 | $ 274,220 | $ 284,574 | $ 294,578 | $ 304,757 |
| 41 | HHW Revenues from Incoming Tonnage | 3,300 | 3,350 | 3,400 | 3,450 | 3,500 |
| 42 | Over/(Under) | **$ (263,218)** | **$ (270,870)** | **$ (281,174)** | **$ (291,128)** | **$ (301,257)** |
| 43 | Cumulative Over / (Under) | **$ (263,218)** | **$ (534,088)** | **$ (815,262)** | **$ (1,106,390)** | **$ (1,407,647)** |
| 44 | **Tire Revenue Requirement** | $ 93,735 | $ 95,790 | $ 97,834 | $ 100,302 | $ 102,788 |
| 45 | Tire Revenues from Incoming Tonnage | 43,392 | 43,778 | 44,164 | 44,550 | 44,938 |
| 46 | Over/(Under) | **$ (50,343)** | **$ (52,012)** | **$ (53,670)** | **$ (55,752)** | **$ (57,850)** |
| 47 | Cumulative Over / (Under) | **$ (50,343)** | **$ (102,355)** | **$ (156,025)** | **$ (211,777)** | **$ (269,627)** |
| 48 | **White Goods Revenue Requirement** | $ 39,874 | $ 41,557 | $ 44,652 | $ 47,591 | $ 50,482 |
| 49 | White Good Revenues from Incoming Tonnage | 7,410 | 7,485 | 7,560 | 7,635 | 7,710 |
| 50 | Over/(Under) | **$ (32,464)** | **$ (34,072)** | **$ (37,092)** | **$ (39,956)** | **$ (42,772)** |
| 51 | Cumulative Over / (Under) | **$ (32,464)** | **$ (66,536)** | **$ (103,628)** | **$ (143,583)** | **$ (186,356)** |
| 52 | **Total Net Revenue Requirement** | $ 8,512,245 | $ 9,012,057 | $ 10,151,976 | $ 10,899,747 | $ 11,714,100 |
| 53 | Total Revenues | $ 7,021,001 | $ 7,091,235 | $ 7,162,115 | $ 7,233,622 | $ 7,305,870 |
| 54 | Over/(Under) | **$ (1,491,244)** | **$ (1,920,822)** | **$ (2,989,861)** | **$ (3,666,125)** | **$ (4,408,230)** |
| 55 | Cumulative Over / (Under) | **$ (1,491,244)** | **$ (3,412,066)** | **$ (6,401,927)** | **$ (10,068,052)** | **$ (14,476,282)** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Revenue Realized Under Proposed Rates**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Caja del Rio Landfill Tonnage** | | | | | |
| 2 | BuRRT | 25,568 | 25,824 | 26,082 | 26,343 | 26,606 |
| 3 | Commercial, C&D, Others | 95,654 | 96,611 | 97,577 | 98,552 | 99,537 |
| 4 | Residential | 45,569 | 46,025 | 46,486 | 46,950 | 47,419 |
| 5 | WWTP & WTP Sludge | 1,875 | 1,894 | 1,913 | 1,932 | 1,951 |
| 6 | **Total Caja de Rio Tons** | **168,666** | **170,354** | **172,058** | **173,777** | **175,513** |
| 7 | **Caja del Rio Landfill Rates** | | | | | |
| 8 | BuRRT | $ - | $ - | $ - | $ - | $ - |
| 9 | Commercial, C&D, Others | $ 40.00 | $ 42.50 | $ 47.50 | $ 50.00 | $ 52.50 |
| 10 | Residential | $ 40.00 | $ 42.50 | $ 47.50 | $ 50.00 | $ 52.50 |
| 11 | WWTP & WTP Sludge | $ 40.00 | $ 52.50 | $ 57.50 | $ 60.00 | $ 62.50 |
| 12 | **Caja del Rio Landfill Revenues** | | | | | |
| 13 | BuRRT | $ - | $ - | $ - | $ - | $ - |
| 14 | Commercial, C&D, Others | 3,826,160 | 4,105,968 | 4,634,908 | 4,927,600 | 5,225,693 |
| 15 | Residential | 1,822,760 | 1,956,063 | 2,208,085 | 2,347,500 | 2,489,498 |
| 16 | WWTP & WTP Sludge | 75,000 | 99,435 | 109,998 | 115,920 | 121,938 |
| 17 | **Caja del Rio Landfill Revenues** | **$ 5,723,920** | **$ 6,161,465** | **$ 6,952,990** | **$ 7,391,020** | **$ 7,837,128** |
| 18 | **BuRRT Tonnage & Rates** | | | | | |
| 19 | Disposal at Transfer Station Tonnage | 25,568 | 25,824 | 26,082 | 26,343 | 26,606 |
| 20 | Weight - Ton | 13,892 | 14,031 | 14,171 | 14,313 | 14,456 |
| 21 | 4500 - $6 Unit | 14,161 | 14,303 | 14,446 | 14,590 | 14,736 |
| 22 | 4500 - $9 Unit | 13,942 | 14,081 | 14,222 | 14,364 | 14,508 |
| 23 | 6500 - $9 Unit | 14,450 | 14,595 | 14,741 | 14,888 | 15,037 |
| 24 | Disposal at Transfer Station Rates | | | | | |
| 25 | Weight - Ton | $ 50.00 | $ 52.50 | $ 57.50 | $ 60.00 | $ 62.50 |
| 26 | 4500 - $6 Unit | $ 6.00 | $ 7.00 | $ 7.50 | $ 8.00 | $ 8.50 |
| 27 | 5500 - $9 Unit | $ 9.00 | $ 10.00 | $ 10.50 | $ 11.00 | $ 11.50 |
| 28 | 6500 - $12 Unit | $ 12.00 | $ 13.00 | $ 13.50 | $ 14.00 | $ 14.50 |
| 29 | Disposal at Transfer Station Revenues | | | | | |
| 30 | Weight - Ton | $ 694,600 | $ 736,628 | $ 814,833 | $ 858,780 | $ 903,500 |
| 31 | 4500 - $6 Unit | 84,966 | 100,121 | 108,345 | 116,720 | 125,256 |
| 32 | 5500 - $9 Unit | 125,478 | 140,810 | 149,331 | 158,004 | 166,842 |
| 33 | 6500 - $12 Unit | 173,400 | 189,735 | 199,004 | 208,432 | 218,037 |
| 34 | **Total BuRRT Disposal Revenues** | **$ 1,078,444** | **$ 1,167,294** | **$ 1,271,512** | **$ 1,341,936** | **$ 1,413,635** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Revenue Realized Under Proposed Rates**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 35 | **Single-Stream & Glass Recycling** | | | | | |
| 36 | Recycling Tonnage | | | | | |
| 37 | Curbside Recycling | 9,568 | 9,664 | 9,761 | 9,859 | 9,958 |
| 38 | BuRRT Recycling | 712 | 719 | 726 | 733 | 740 |
| 39 | Single-Stream Recycling | 10,280 | 10,383 | 10,487 | 10,592 | 10,698 |
| 40 | Glass Recycling | | | | | |
| 41 | Charged Glass | 1,313 | 1,326 | 1,339 | 1,352 | 1,366 |
| 42 | Non-Charged Glass | 462 | 467 | 472 | 477 | 482 |
| 43 | Glass Recycling | 1,775 | 1,793 | 1,811 | 1,829 | 1,848 |
| 44 | Recycling Rates | | | | | |
| 45 | Curbside Recycling | $ - | $ - | $ - | $ - | $ - |
| 46 | BuRRT Recycling | $ - | $ - | $ - | $ - | $ - |
| 47 | Charged Glass | $ 15.00 | $ 42.50 | $ 47.50 | $ 50.00 | $ 52.50 |
| 48 | Non-Charged Glass | $ - | $ - | $ - | $ - | $ - |
| 49 | Recycling Revenues | | | | | |
| 50 | Curbside Recycling | $ - | $ - | $ - | $ - | $ - |
| 51 | BuRRT Recycling | - | - | - | - | - |
| 52 | Charged Glass | 19,695 | 56,355 | 63,603 | 67,600 | 71,715 |
| 53 | Non-Charged Glass | - | - | - | - | - |
| 54 | **Total Glass Revenues from Incoming Tonnage** | **$ 19,695** | **$ 56,355** | **$ 63,603** | **$ 67,600** | **$ 71,715** |
| 55 | **Green Waste** | | | | | |
| 56 | Green Waste Tonnage | 6,762 | 6,830 | 6,898 | 6,967 | 7,037 |
| 57 | Green Waste Rates | $ 20.00 | $ 42.50 | $ 47.50 | $ 50.00 | $ 52.50 |
| 58 | **Total Green Waste Revenues from Incoming Tonnage** | **$ 135,240** | **$ 290,275** | **$ 327,655** | **$ 348,350** | **$ 369,443** |
| 59 | **Scrap Metal** | | | | | |
| 60 | Scrap Metal Tonnage | 280 | 283 | 286 | 289 | 292 |
| 61 | Scrap Metal Rates | $ 15.00 | $ 15.00 | $ 15.00 | $ 15.00 | $ 15.00 |
| 62 | **Total Scrap Metal Revenues from Incoming Tonnage** | **$ 4,200** | **$ 4,245** | **$ 4,290** | **$ 4,335** | **$ 4,380** |
| 63 | **E-Waste** | | | | | |
| 64 | E-Waste Tonnage | 108 | 109 | 110 | 111 | 112 |
| 65 | E-Waste Rates | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 |
| 66 | **Total E-Waste Revenues** | **$ 5,400** | **$ 5,450** | **$ 5,500** | **$ 5,550** | **$ 5,600** |
| 67 | **HHW** | | | | | |
| 68 | HHW Tonnage | 66 | 67 | 68 | 69 | 70 |
| 69 | HHW Rates | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 | $ 50.00 |
| 70 | **Total HHW Revenues** | **$ 3,300** | **$ 3,350** | **$ 3,400** | **$ 3,450** | **$ 3,500** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Revenue Realized Under Proposed Rates**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 71 | **Tires** | | | | | |
| 72 | Tonnage/Units | | | | | |
| 73 | T-160 - Tons | 231 | 233 | 235 | 237 | 239 |
| 74 | T6 - Unit | 376 | 380 | 384 | 388 | 392 |
| 75 | T2 - Unit | 2,088 | 2,109 | 2,130 | 2,151 | 2,173 |
| 76 | Amnesty Tires - Unit | 3,124 | 3,155 | 3,187 | 3,219 | 3,251 |
| 77 | Rates | | | | | |
| 78 | T-160 - Tons | $ 160.00 | $ 250.00 | $ 250.00 | $ 250.00 | $ 250.00 |
| 79 | T6 - Unit | $ 6.00 | $ 8.00 | $ 8.00 | $ 8.00 | $ 8.00 |
| 80 | T2 - Unit | $ 2.00 | $ 3.00 | $ 3.00 | $ 3.00 | $ 3.00 |
| 81 | Amnesty Tires - Unit | $ - | $ - | $ - | $ - | $ - |
| 82 | Tire Revenues | | | | | |
| 83 | T-160 - Tons | $ 36,960 | $ 58,250 | $ 58,750 | $ 59,250 | $ 59,750 |
| 84 | T6 - Unit | 2,256 | 3,040 | 3,072 | 3,104 | 3,136 |
| 85 | T2 - Unit | 4,176 | 6,327 | 6,390 | 6,453 | 6,519 |
| 86 | Amnesty Tires - Unit | - | - | - | - | - |
| 87 | **Total Tire Revenues** | **$ 43,392** | **$ 67,617** | **$ 68,212** | **$ 68,807** | **$ 69,405** |
| 88 | **White Goods** | | | | | |
| 89 | Tonnage | | | | | |
| 90 | Appliances | 684 | 691 | 698 | 705 | 712 |
| 91 | CFC | 399 | 403 | 407 | 411 | 415 |
| 92 | Free White Goods | 10 | 10 | 10 | 10 | 10 |
| 93 | Rates | | | | | |
| 94 | Appliances | $ 5.00 | $ 5.00 | $ 5.00 | $ 5.00 | $ 5.00 |
| 95 | CFC | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 | $ 10.00 |
| 96 | Free White Goods | $ - | $ - | $ - | $ - | $ - |
| 97 | Rates | | | | | |
| 98 | Appliances | $ 3,420 | $ 3,455 | $ 3,490 | $ 3,525 | $ 3,560 |
| 99 | CFC | 3,990 | 4,030 | 4,070 | 4,110 | 4,150 |
| 100 | Free White Goods | - | - | - | - | - |
| 101 | **Total White Goods Revenues** | **$ 7,410** | **$ 7,485** | **$ 7,560** | **$ 7,635** | **$ 7,710** |
| 102 | **Processing Tonnage** | | | | | |
| 103 | Rate | $ - | $ 150.00 | $ 160.00 | $ 170.00 | $ 180.00 |
| 104 | Tonnage | 9,252 | 9,345 | 9,438 | 9,533 | 9,628 |
| 105 | Revenues | **$ -** | **$ 1,401,705** | **$ 1,510,128** | **$ 1,620,576** | **$ 1,733,076** |
| 106 | **Summary of Revenues** | | | | | |
| 107 | Caja del Rio Landfill Revenues | **$ 5,723,920** | **$ 6,161,465** | **$ 6,952,990** | **$ 7,391,020** | **$ 7,837,128** |
| 108 | Transfer Station Revenues | | | | | |
| 109 | Total BuRRT Disposal Revenues | 1,078,444 | 1,167,294 | 1,271,512 | 1,341,936 | 1,413,635 |
| 110 | Total Glass Revenues from Incoming Tonnage | 19,695 | 56,355 | 63,603 | 67,600 | 71,715 |
| 111 | Total Green Waste Revenues from Incoming Tonnage | 135,240 | 290,275 | 327,655 | 348,350 | 369,443 |
| 112 | Total Scrap Metal Revenues from Incoming Tonnage | 4,200 | 4,245 | 4,290 | 4,335 | 4,380 |
| 113 | Total E-Waste Revenues | 5,400 | 5,450 | 5,500 | 5,550 | 5,600 |
| 114 | Total HHW Revenues | 3,300 | 3,350 | 3,400 | 3,450 | 3,500 |
| 115 | Total Tire Revenues | 43,392 | 67,617 | 68,212 | 68,807 | 69,405 |
| 116 | Total White Goods Revenues | 7,410 | 7,485 | 7,560 | 7,635 | 7,710 |
| 117 | **Total Transfer Station Revenues** | **$ 1,297,081** | **$ 1,602,071** | **$ 1,751,732** | **$ 1,847,663** | **$ 1,945,387** |
| 118 | Processing Revenues | **$ -** | **$ 1,401,705** | **$ 1,510,128** | **$ 1,620,576** | **$ 1,733,076** |
| 119 | **Total Revenues** | **$ 7,021,001** | **$ 9,165,241** | **$ 10,214,850** | **$ 10,859,259** | **$ 11,515,591** |

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**Santa Fe Solid Waste Management Agency**
**Solid Waste Cost of Service and Rate Design Study**
**Over / (Under) - Proposed Rates**

| | | Year 1 FY 2021 | Year 2 FY 2022 | Year 3 FY 2023 | Year 4 FY 2024 | Year 5 FY 2025 |
|---|---|---|---|---|---|---|
| 1 | **Revenues Realized Under Current Rates** | | | | | |
| 2 | Caja del Rio Landfill Revenues | **$ 5,723,920** | **$ 6,161,465** | **$ 6,952,990** | **$ 7,391,020** | **$ 7,837,128** |
| 3 | BuRRT Revenues | | | | | |
| 4 | Total BuRRT Disposal Revenues | $ 1,078,444 | $ 1,167,294 | $ 1,271,512 | $ 1,341,936 | $ 1,413,635 |
| 5 | Total Glass Revenues from Incoming Tonnage | 19,695 | 56,355 | 63,603 | 67,600 | 71,715 |
| 6 | Total Green Waste Revenues from Incoming Tonnage | 135,240 | 290,275 | 327,655 | 348,350 | 369,443 |
| 7 | Total Scrap Metal Revenues from Incoming Tonnage | 4,200 | 4,245 | 4,290 | 4,335 | 4,380 |
| 8 | Total E-Waste Revenues | 5,400 | 5,450 | 5,500 | 5,550 | 5,600 |
| 9 | Total HHW Revenues | 3,300 | 3,350 | 3,400 | 3,450 | 3,500 |
| 10 | Total Tire Revenues | 43,392 | 67,617 | 68,212 | 68,807 | 69,405 |
| 11 | Total White Goods Revenues | 7,410 | 7,485 | 7,560 | 7,635 | 7,710 |
| 12 | **Total Transfer Station Revenues** | **$ 1,297,081** | **$ 1,602,071** | **$ 1,751,732** | **$ 1,847,663** | **$ 1,945,387** |
| 13 | **Processing Revenues** | $ - | $ 1,401,705 | $ 1,510,128 | $ 1,620,576 | $ 1,733,076 |
| 14 | **Total Revenues** | **$ 7,021,001** | **$ 9,165,241** | **$ 10,214,850** | **$ 10,859,259** | **$ 11,515,591** |
| 15 | **Caja del Rio Landfill** | | | | | |
| 16 | Caja del Rio Net Revenue Requirement | $ 4,073,772 | $ 4,276,301 | $ 4,965,138 | $ 5,456,692 | $ 5,956,500 |
| 17 | Caja del Rio Landfill Revenues | 5,723,920 | 6,161,465 | 6,952,990 | 7,391,020 | 7,837,128 |
| 18 | Over/(Under) | **$ 1,650,148** | **$ 1,885,164** | **$ 1,987,852** | **$ 1,934,328** | **$ 1,880,627** |
| 19 | Cumulative Over / (Under) | **$ 1,650,148** | **$ 3,535,311** | **$ 5,523,164** | **$ 7,457,492** | **$ 9,338,120** |
| 20 | **BuRRT** | | | | | |
| 21 | Transfer Station Net Revenue Requirement | $ 1,277,679 | $ 1,446,168 | $ 1,614,139 | $ 1,683,357 | $ 1,802,962 |
| 22 | MRF Net Revenue Requirement | 1,497,895 | 1,559,522 | 1,644,753 | 1,695,531 | 1,758,524 |
| 23 | Transfer Station Disposal Revenues | 1,078,444 | 1,167,294 | 1,271,512 | 1,341,936 | 1,413,635 |
| 24 | Scrap Metal Revenues from Incoming Tonnage | 4,200 | 4,245 | 4,290 | 4,335 | 4,380 |
| 25 | Over/(Under) | **$ (1,692,930)** | **$ (1,834,151)** | **$ (1,983,090)** | **$ (2,032,616)** | **$ (2,143,471)** |
| 26 | Cumulative Over / (Under) | **$ (1,692,930)** | **$ (3,527,081)** | **$ (5,510,171)** | **$ (7,542,787)** | **$ (9,686,258)** |
| 27 | **Glass Revenue Requirement** | $ 289,069 | $ 297,159 | $ 329,667 | $ 350,977 | $ 371,060 |
| 28 | Glass Revenues from Incoming Tonnage | 19,695 | 56,355 | 63,603 | 67,600 | 71,715 |
| 29 | Glass Sales | 40,000 | 40,000 | 40,000 | 40,000 | 40,000 |
| 30 | Over/(Under) | **$ (229,374)** | **$ (200,804)** | **$ (226,065)** | **$ (243,377)** | **$ (259,345)** |
| 31 | Cumulative Over / (Under) | **$ (229,374)** | **$ (430,178)** | **$ (656,242)** | **$ (899,620)** | **$ (1,158,964)** |
| 32 | **Green Waste Revenue Requirement** | $ 946,839 | $ 992,605 | $ 1,139,867 | $ 1,236,894 | $ 1,330,700 |
| 33 | Green Waste Revenues from Incoming Tonnage | 135,240 | 290,275 | 327,655 | 348,350 | 369,443 |
| 34 | Mulch Sales and Compost Sales | 3,800 | 3,800 | 3,800 | 3,800 | 3,800 |
| 35 | Over/(Under) | **$ (807,799)** | **$ (698,530)** | **$ (808,412)** | **$ (884,744)** | **$ (957,457)** |
| 36 | Cumulative Over / (Under) | **$ (807,799)** | **$ (1,506,329)** | **$ (2,314,741)** | **$ (3,199,485)** | **$ (4,156,942)** |
| 37 | **E-Waste Revenue Requirement** | $ 70,666 | $ 72,535 | $ 75,152 | $ 77,626 | $ 80,127 |
| 38 | E-Waste Revenues from Incoming Tonnage | 5,400 | 5,450 | 5,500 | 5,550 | 5,600 |
| 39 | Over/(Under) | **$ (65,266)** | **$ (67,085)** | **$ (69,652)** | **$ (72,076)** | **$ (74,527)** |
| 40 | Cumulative Over / (Under) | **$ (65,266)** | **$ (132,351)** | **$ (202,002)** | **$ (274,079)** | **$ (348,606)** |
| 41 | **HHW Revenue Requirement** | $ 266,518 | $ 274,220 | $ 284,574 | $ 294,578 | $ 304,757 |
| 42 | HHW Revenues from Incoming Tonnage | 3,300 | 3,350 | 3,400 | 3,450 | 3,500 |
| 43 | Over/(Under) | **$ (263,218)** | **$ (270,870)** | **$ (281,174)** | **$ (291,128)** | **$ (301,257)** |
| 44 | Cumulative Over / (Under) | **$ (263,218)** | **$ (534,088)** | **$ (815,262)** | **$ (1,106,390)** | **$ (1,407,647)** |
| 45 | **Tire Revenue Requirement** | $ 93,735 | $ 95,790 | $ 97,834 | $ 100,302 | $ 102,788 |
| 46 | Tire Revenues from Incoming Tonnage | 43,392 | 67,617 | 68,212 | 68,807 | 69,405 |
| 47 | Over/(Under) | **$ (50,343)** | **$ (28,173)** | **$ (29,622)** | **$ (31,495)** | **$ (33,383)** |
| 48 | Cumulative Over / (Under) | **$ (50,343)** | **$ (78,516)** | **$ (108,138)** | **$ (139,633)** | **$ (173,016)** |
| 49 | **White Goods Revenue Requirement** | $ 39,874 | $ 41,557 | $ 44,652 | $ 47,591 | $ 50,482 |
| 50 | White Good Revenues from Incoming Tonnage | 7,410 | 7,485 | 7,560 | 7,635 | 7,710 |
| 51 | Over/(Under) | **$ (32,464)** | **$ (34,072)** | **$ (37,092)** | **$ (39,956)** | **$ (42,772)** |
| 52 | Cumulative Over / (Under) | **$ (32,464)** | **$ (66,536)** | **$ (103,628)** | **$ (143,583)** | **$ (186,356)** |
| 53 | **Total Net Revenue Requirement** | $ 8,512,245 | $ 9,012,057 | $ 10,151,976 | $ 10,899,747 | $ 11,714,100 |
| 54 | Total Revenues | $ 7,021,001 | $ 9,165,241 | $ 10,214,850 | $ 10,859,259 | $ 11,515,591 |
| 55 | Over/(Under) | **$ (1,491,244)** | **$ 153,183** | **$ 62,874** | **$ (40,488)** | **$ (198,509)** |
| 56 | Cumulative Over / (Under) | **$ (1,491,244)** | **$ (1,338,061)** | **$ (1,275,187)** | **$ (1,315,675)** | **$ (1,514,185)** |